



Council Minutes

5th Meeting of City Council
March 22, 2022, 4:00 PM

Present: M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, S. Hillier

Absent: Mayor E. Holder, M. Salih

Also Present: M. Ribera, M. Schulthess
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, J. Davison, K. Dickins, M. Goldrup, S. Mathers, A. Pascual, K. Scherr, M. Schulthess, C. Smith, A. Thompson, B. Warner, B. Westlake-Power, P. Yeoman
The meeting is called to order at 4:24 PM, by Acting Mayor J. Morgan; it being noted that Councillors M. van Holst, J. Helmer, M. Cassidy, P. Van Meerbergen, A. Hopkins, S. Turner, E. Pelozo and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor P. Van Meerbergen discloses a pecuniary interest in clause 4.1 of the 4th Report of the Community and Protective Services Committee, having to do with a delegation from K. Pihlak, Oak Park Co-operative Children's Centre, by indicating that his wife owns and operates a day care.

Motion made by: M. van Holst
Seconded by: P. Van Meerbergen

That the Council meeting BE RECESSED at this time.

Motion Passed

The Council recessed from 4:25 PM to 4:45 PM.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: E. Pelozo
Seconded by: P. Van Meerbergen

That pursuant to section 6.4 of the Council Procedure By-law, a change in order of the Council Agenda, BE APPROVED, to provide for Stage 4, Council in Closed Session and Stage 9, Added Reports, to be considered after Stage 13, By-laws.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

5. Confirmation and Signing of the Minutes of the Previous Meeting(s)

5.1 4th Meeting held on February 15, 2022

Motion made by: P. Van Meerbergen
Seconded by: S. Hillier

That the Minutes of the 4th Meeting held on February 15, 2022, BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

6. Communications and Petitions

6.1 Expropriation of Lands - Dingman Drive Improvement Project (As the "Approving Authority")

Motion made by: M. Hamou
Seconded by: J. Fyfe-Millar

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act, R.S.O. 1990, c.E.26*, as amended, for the purpose of considering Communication No. 1 from the Deputy City Manager, Environment and Infrastructure, with respect to the expropriation of the lands as may be required for the Project known as the Dingman Drive Improvement Project.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

Motion made by: S. Lehman
Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, the following actions be taken with respect to the expropriation of land as may be required for the project known as the Dingman Drive improvements project:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Schedule "A" as appended to the staff report dated March 22, 2022 hereto, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Dingman Drive improvements project;

ii) the design of the project will address the current and future transportation demands along the corridor; and,

iii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the Dingman Drive improvements project approved by Municipal Council at the meeting held on May 21, 2019; and,

b) subject to the approval of a) above, a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form;

it being noted that a single request for a Hearing of Necessity was received but was withdrawn in February 2022.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

Motion made by: S. Lewis

Seconded by: P. Van Meerbergen

That the meeting of the Approving Authority BE ADJOURNED and that the Municipal Council reconvene in regular session.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

6.2 Expropriation of Lands - Dingman Drive Improvement Project (As the "Expropriating Authority") (Relates to Bill No. 137)

Motion made by: J. Fyfe-Millar

Seconded by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, with respect to the expropriation of land as may be required for the project known as the Dingman Drive improvements project, the following actions be taken:

a) the proposed by-law as appended to the staff report dated March 22, 2022 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Dingman Drive improvements project" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022;

b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;

c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and,

d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

6.3 6756 James Street (Z-9401)

Motion made by: M. Hamou

Seconded by: M. Cassidy

That the following communications BE RECEIVED and BE REFERRED, as noted on the Added Council Agenda:

6.3 6756 James Street (Z-9401) - Refer to Planning and Environment Stage for consideration with Item 11 (3.4); and,

6.4 Draft By-laws: Program Regulating Distribution of Flyers By-law and Distribution of Graphic Flyers to Residential Properties By-law - Refer to Community and Protective Services Committee Stage for consideration with Item 10 (4.3).

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 4th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 4th Report of the Corporate Services Committee BE APPROVED, excluding Item 7 (4.1).

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2021 Statement of Remuneration and Expenses for Elected and Appointed Officials

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions be taken:

- a) in accordance with Section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials, as appended to the staff report dated February 28, 2022 as Appendix "A" and Appendix "B", BE RECEIVED for information;
- b) in accordance with City Council resolution of March 2012, the annual report on the Mayor's Office's expenditures BE RECEIVED for information; and
- c) in accordance with City Council Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Officials, as appended to the staff report dated February 28, 2022 as Appendix "C" and "D", BE RECEIVED for information.

Motion Passed

3. (2.2) Public Sector Salary Disclosure Act Report for Calendar Year 2021

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 28, 2022 regarding Public Sector Salary Disclosure Act report for the calendar year 2021, BE RECEIVED for information.

Motion Passed

4. (2.3) Request for Tender 2022-018 – Revenue from Lease of City-Owned Farmland (Relates to Bill No. 128)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with the concurrence of the Manager of Purchasing and Supply, with respect to the City-owned lands as shown on Schedule A (Location Map) as appended to the staff report dated February 28, 2022:

- a) the following actions be taken:
 - i) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Six Thousand Seven Hundred and Fifty Dollars \$ 6,750.00 for a three (3) year term on Land Package A; BE ACCEPTED, it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;
 - ii) the bid submitted by London Dairy Farms Ltd., for lease of farmlands at the tendered annual lease amount of Twenty Four Thousand Three Hundred and Fifty Four Dollars \$ 24,354.00 for a three (3) year term on Land Package B, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

iii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Nineteen Thousand One Hundred and Eight Nine Dollars and Sixty Cents \$ 19,189.60 for a three (3) year term on Land Package C, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

iv) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Seven Thousand Four Hundred and Seventy Five Dollars \$ 7,475.00 for a three (3) year term on Land Package D, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

v) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Two Hundred and Thirty Six Thousand and Thirty Four Dollars \$ 236,034.00 for a three (3) year term on Land Package E, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

vi) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of One Hundred and Eleven Thousand Nine Hundred and Seventy Two Dollars \$ 111,972.00 for a three (3) year term on Land Package F, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

vii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of Fifty One Thousand Four Hundred and Ten Dollars \$ 51,410.00 for a three (3) year term on Land Package G, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

viii) the bid submitted by Terradust Acres Ltd., for lease of farmlands at the tendered annual lease amount of One Thousand Four Hundred Dollars \$1,400.00 for a three (3) year term on Land Package H, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

ix) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Fifty Six Thousand Nine Hundred and Ninety Dollars and Eighty Cents \$ 56,990.80 for a three (3) year term on Land Package I, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

x) the bid submitted by 806433 Ontario Ltd., for lease of farmlands at the tendered annual lease amount of Twenty Five Thousand Two Hundred and Seventy Dollars and Twenty Cents \$ 25,270.20 for a three (3) year term on Land Package J, BE ACCEPTED; it being noted that this proponent submitted the highest offer and meets the City's terms, conditions and specifications included in the tender;

b) the standard form of farm lease included in Tender 2022-018 as Appendix "A", as appended to the staff report, BE AUTHORIZED for execution with each individual proponent; and,

c) the proposed by-law, as appended to the staff report dated February 28, 2022, BE INTRODUCED at the Municipal Council

meeting to be held on March 22, 2022 to accept the bids submitted for Tender No. 2022-018 and to authorize the Mayor and the City Clerk to execute the Farmland Lease Agreements.

Motion Passed

5. (2.4) Declare Surplus - City-Owned Property - Part of Cheapside Street, Adjacent 137 Clemens Street

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property legally described as Part Lot 475, Plan 490, as in 265802 London/London Township, located along Cheapside Street adjacent 137 Clemens Street, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property ("Surplus Lands") BE TRANSFERRED to the abutting property owner in accordance with the City's Sale and Other Disposition of Land Policy.

Motion Passed

6. (2.5) License Renewal - Infrastructure Ontario (Hydro One Corridor) (Relates to Bill No. 129)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with the concurrence of the Manager, Purchasing and Supply Operations, with respect to the to the property owned by Her Majesty the Queen in Right of Ontario, as represented by the Minister of Government and Consumer Services, described as Part of Lot 7, Concession C, City of London, Geographic Township of London, as shown on Appendix "A" (Location Map) as appended to the staff report dated February 28, 2022, the following actions be taken:

- a) the Licence Renewal Agreement, attached as Schedule "A" to Appendix C, BE APPROVED, granting the City the use of a portion of the subject property for recreational purposes, for the sum of \$2.00, subject to the terms and conditions of the Licence Agreement, and
- b) the proposed by-law, as appended to the staff report dated February 28, 2022 as Appendix "C", being "A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement", BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022.

Motion Passed

8. (4.2) Application - Issuance of Proclamation - Sikh Heritage Month

Motion made by: S. Lewis

That based on the application dated February 7, 2022 from Guru Nanak Mission Society, London Ontario, April 1, 2022 to April 30, 2022 BE PROCLAIMED as Sikh Heritage Month.

Motion Passed

7. (4.1) Election Sign By-law Update (Relates to Bill No. 136)

Motion made by: S. Lewis

That, on the recommendation of the City Clerk, the ~~attached~~ revised proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to repeal By-law No. E-185-537, being the "Election Sign By-law" and to replace it with a new Election Sign By-law.

Motion made by: M. Cassidy

Seconded by: S. Lewis

That section 3.2 of the proposed by-law BE AMENDED to read as follows:

"No person shall place or permit to be placed an election sign for a municipal election, except an Election Sign which is placed on a Campaign Office or private property, earlier than nomination day in the year of a regular election."

Pursuant to section 11.6 of the Council Procedure By-law, the motion moved by Councillor M. Cassidy and seconded by Councillor S. Lewis is, at the joint request of the mover and seconder and with the consent of the Council, withdrawn.

Motion made by: M. Cassidy

Seconded by: S. Lewis

That the Election Sign By-law BE REFERRED back to the Civic Administration to prepare a revised by-law to be brought forward to the March 28, 2022 Corporate Services Committee that would include:

a) a revision to section 3.2, as follows: "No person shall place or permit to be placed an election sign for a municipal election, except an Election Sign which is placed on a Campaign Office or private property, earlier than nomination day in the year of a regular election; and,

b) a revision to section 3.4 to change the removal requirement from 96 hours to 72 hours.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

8.2 4th Report of the Civic Works Committee

Motion made by: E. Peloza

That the 4th Report of the Civic Works Committee BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Transportation Advisory Committee

Motion made by: E. Pelozza

That the 1st Report of the Transportation Advisory Committee, from its meeting held on January 25, 2022, BE RECEIVED.

Motion Passed

3. (2.2) 2021 External Audit of London's Drinking Water Quality Management System and 2021 Management Review

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated March 1, 2022, with respect to the 2021 External Audit of London's Drinking Water Quality Management System, and the subsequent 2021 Management Review, BE RECEIVED for information. (2022-E13)

Motion Passed

4. (2.3) Mobility Master Plan Appointment of Consultant

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 1, 2022, related to the appointment of a Consultant for the Mobility Master Plan:

- a) IBI Group Professional Services (Canada) Inc. BE APPOINTED the Consulting Engineer to complete the Mobility Master Plan project per their submitted proposal, in the total amount of \$898,495.00, excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing as appended to the above-noted staff report;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T05)

Motion Passed

- 5. (2.4) Appointment of Consulting Engineer for the Hyde Park EA SWM Works – Assignment ‘B’ Detailed Design

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated March 1, 2022, related to the appointment of consulting services for the Hyde Park EA SWM Works - Assignment ‘B’ project:

- a) Ecosystems Recovery Inc. BE APPOINTED consulting engineers to complete the detailed design for the Hyde Park EA SWM Works - Assignment ‘B’ project in accordance with the estimate, on file, at an upset amount of \$172,419.50, including contingency, provisional items and allowances, excluding HST, in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-D03)

Motion Passed

- 6. (2.5) Overflow and Bypass Reporting Provincial Funding - Terms and Conditions (Relates to Bill No. 125)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the ~~attached~~ revised by-law, as appended to the Added Agenda dated March 1, 2022, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen

in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements. (2022-F11)

Motion Passed

7. (2.6) Erosion and Sediment Controls: MECP Great Lakes Funding to Reduce Pollution from Construction Runoff through Citizen and Industry Engagement (Relates to Bill No. 126)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated March 1, 2022, related to the Great Lakes Fund, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to approve the Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation and Parks and The Corporation of the City of London (“Agreement”) and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements.

Motion Passed

8. (4.1) Active Transportation Fund

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Civic Administration BE DIRECTED to submit the projects identified in the staff report dated March 1, 2022, to the Government of Canada’s Active Transportation Fund;
it being noted that the communications from S. Levin, with respect to this matter, were received. (2022-T10)

Motion Passed

9. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at February 18, 2022, BE RECEIVED.

Motion Passed

10. (5.2) 3rd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on February 16, 2022:

a) the following actions be taken with respect to the London's Draft Climate Emergency Action Plan (CEAP):

i) the Cycling Advisory Committee (CAC) Chair, J. Roberts, BE REQUESTED to draft a Letter of Support on behalf of CAC, to advise the Strategic Priorities and Policy Committee that CAC

endorses the adoption and implementation of London's Draft Climate Emergency Action Plan (CEAP); and,

b) and clauses 1.1, 2.2, and 3.1 BE RECEIVED.

Motion Passed

8.3 5th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 5th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 6 (4.1) and 10 (5.1).

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2022 Assessment Growth Funding Allocation

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2022 Assessment Growth Funding Allocation Report BE RECEIVED for information; it being noted that the Strategic Priorities and Policy Committee received a communication dated March 3, 2022 from C. Butler with respect to this matter.

Motion Passed

3. (2.2) Access to City of London Funding for Social and Economic Recovery –London Community Recovery Network

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to access to City of London funding for social and economic recovery – London Community Recovery Network:

a) the proposed formal process for accessing community recovery funding, BE ENDORSED;

b) the amount of \$100,000 over two years (2022-2023) from funding set aside by City Council to support social and economic recovery BE APPROVED for allocation to the Deputy City Manager, Planning and Economic Development to create the LCRN

Readiness Fund in support of small-scale recovery efforts in the community; and,

c) the report entitled Access to City of London Funding for Social and Economic Recovery – London Community Recovery Network BE RECEIVED.

Motion Passed

4. (2.4) Resignation of C. Neville from the Hyde Park BIA Board of Management

Motion made by: S. Lewis

That the resignation of Curtis Neville, Giant Tiger, from the Hyde Park BIA Board of Management BE ACCEPTED.

Motion Passed

5. (2.3) Core Area Action Plan 2021 Review

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Deputy City Manager, Planning & Economic Development, and the Deputy City Manager, Social & Health Development, the following actions be taken:

- a) the staff report dated March 8, 2022 entitled “Core Area Action Plan 2021 Review”, including its appendices, BE RECEIVED;
- b) the changes to the status or end dates of the items included the Core Area Action Plan described in the report and summarized in Appendix "A": Core Area Action Plan Implementation Status Update, March 2022 BE APPROVED and used as the new basis for future progress reporting;
- c) the extension of the “Project Clean Slate” contract with Youth Opportunities Unlimited for a period from April 1, 2022 through December 31, 2022 BE APPROVED at a cost of \$146,760; it being noted that funding is available through the Efficiency, Effectiveness, and Economy (EEE) Reserve;
- d) the Core Area Action Plan Performance Measurement Plan contained in Appendix "G" to the report BE RECEIVED noting that it will become part of the annual monitoring of the impacts of the Core Area Action Plan and associated report to Council;
- e) the Core Area Action Plan Gap Analysis contained in Appendix "H" to the report BE RECEIVED; and,
- f) staff BE DIRECTED to prepare an updated Core Area Action Plan expanding the current plan to the years 2024 to 2027 inclusive for the consideration of Council in 2023 in coordination with the next Multi-Year Budget and Strategic Plan development processes and based on the general methodology described in the report.

Motion Passed

7. (4.2) Confirmation of Appointments to the Old East Village BIA

Motion made by: S. Lewis

That the following actions be taken with respect to the Old East Village BIA:

a) the resignations of Jamie Sinden, Love Alchemy Hair Salon, Ellie Cook, The Root Cellar and Heather Blackwell, Western Fair District BE ACCEPTED; and,

b) Kelli Gough, The Palace Theatre Arts Commons and Michelle Scott, Western Fair District BE APPOINTED for the term ending November 14, 2022.

Motion Passed

8. (4.3) Including a Carbon Offset Strategy - Councillor M. van Holst

Motion made by: S. Lewis

That the communication from Councillor M. van Holst with respect to a carbon offset strategy BE RECEIVED.

Motion Passed

9. (4.4) 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on February 17, 2022:

a) the Governance Working Group BE REQUESTED to consider continued membership or in the appointment process, the re-appointment of existing members to ensure the continuity of Advisory Committee membership; and,

b) clauses 1.1, 2.1, 2.2, 3.1, 4.1, 5.1, 5.2, 5.4, 6.1, 6.2, 6.3 and 7.1 BE RECEIVED for information.

Motion Passed

6. (4.1) Development Charge Area Rating Policy Review – Recommended Approach

Motion made by: S. Lewis

That the matter of the Development Charge Area Rating Policy Review – Recommended Approach, BE REFERRED back to the Civic Administration for further consideration, and research of options that would better recognize true cost discrepancies between new infrastructure costs inside and outside of the build area, including but not limited to stormwater management.

Yeas: (1): E. Pelozza

Nays: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Failed (1 to 12)

Motion made by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) The ~~attached~~ memorandum from Hemson Consulting (Appendix A) on a recommended area rating approach for the 2025 Development Charges Background Study BE RECEIVED for information;
- b) The Civic Administration BE DIRECTED to continue to implement an area rating approach of levying development charges within the Urban Growth Boundary and outside the Urban Growth Boundary for the 2025 Development Charges Background Study; and;
- c) The Civic Administration BE DIRECTED to continue a review and analysis of area rating where servicing needs to be extended in order to accommodate anticipated development, should the Urban Growth Boundary be expanded.

Motion made by: S. Lewis

Seconded by: S. Lehman

Motion to approve parts a) and b):

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) The ~~attached~~ memorandum from Hemson Consulting (Appendix A) on a recommended area rating approach for the 2025 Development Charges Background Study BE RECEIVED for information;
- b) The Civic Administration BE DIRECTED to continue to implement an area rating approach of levying development charges within the Urban Growth Boundary and outside the Urban Growth Boundary for the 2025 Development Charges Background Study; and;

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): S. Turner

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (12 to 1)

Motion made by: S. Lewis

Seconded by: S. Lehman

Motion to approve part c):

c) The Civic Administration BE DIRECTED to continue a review and analysis of area rating where servicing needs to be extended in order to accommodate anticipated development, should the Urban Growth Boundary be expanded.

Yeas: (8): M. van Holst, S. Lewis, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, J. Fyfe-Millar, and S. Hillier

Nays: (5): J. Helmer, M. Cassidy, M. Hamou, A. Hopkins, and E. Pelosa

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (8 to 5)

10. (5.1) Palace Theatre Arts Commons Loan Forgiveness Business Case

Motion made by: S. Lewis

That the following actions be taken with respect to the Palace Theatre Arts Commons loan forgiveness:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 274 days, being April 2022 to December 2022, where the applicant has requested a further deferral in writing; it being noted that the Jan 2023 loan repayments will be cashed as planned; and,

b) the Business Case from the Palace Theatre Arts Commons BE APPROVED and the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83, with the previously allocated London Community Recovery Network (LCRN) funding as the source of financing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 4, 2022 from K. Gough, Chair, Palace Theatre Arts Commons and a communication dated March 7, 2022 from Councillors J. Helmer and J. Fyfe-Millar with respect to this matter.

Motion made by: S. Lewis

Motion approve part a):

That the following actions be taken with respect to the Palace Theatre Arts Commons loan forgiveness:

a) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 274 days, being April 2022 to December 2022, where the applicant has requested a further deferral in writing; it being noted that the Jan 2023 loan repayments will be cashed as planned; and,

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

Motion made by: S. Lewis

Motion to approve part b):

b) the Business Case from the Palace Theatre Arts Commons BE APPROVED and the Civic Administration BE AUTHORIZED to forgive the remaining balance of the interest-free loan to the London Community Players, in the amount of \$78,749.83, with the previously allocated London Community Recovery Network (LCRN) funding as the source of financing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 4, 2022 from K. Gough, Chair, Palace Theatre Arts Commons and a communication dated March 7, 2022 from Councillors J. Helmer and J. Fyfe-Millar with respect to this matter.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): P. Van Meerbergen

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (12 to 1)

8.4 5th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 5th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1284 and 1388 Sunningdale Road West (39T-04510-4) 3

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Developments Inc. and Claybar Developments Inc., for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and

Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London, Foxhollow North Kent Developments Inc. and Claybar Developments Inc., for the Foxhollow North Kent Subdivision, Phase 4 (39T-04510_4) appended to the staff report dated February 28, 2022 as Appendix “A”, BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated February 28, 2022 as Appendix “B”; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D09)

Motion Passed

- 3. (2.2) Development Charge Claimable Works for Sunningdale Court Subdivision Phase 1 (39T-18501)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Finance Supports, the Source of Financing appended to the staff report dated February 28, 2022 as Appendix ‘A’ BE APPROVED with respect to the subdivision agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the Development Charge claimable works related to the Sunningdale Court Subdivision Phase 1. (2022-D04)

Motion Passed

- 4. (2.3) 472 Richmond Street - Heritage Alteration Permit (HAP22-003-L)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for the alteration of the beaver fence, a heritage attribute of the heritage designated property at 472 Richmond Street, individually designated and located within the Downtown Heritage Conservation District, BE APPROVED as submitted and consistent with the Conservation Plan appended to the staff report dated February 28, 2022 as Appendix C;

it being noted that the Heritage Planner will be circulated on any submittals to assist in ensuring compliance with the Conservation Plan for the beaver fence. (2022-R01)

Motion Passed

- 5. (2.4) 516 Elizabeth Street - Heritage Alteration Permit (HAP22-006-L)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the

application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the removal and replacement of the windows on the heritage designated property at 516 Elizabeth Street, within the Old East Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- a) the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
- b) the windows and exterior grilles be painted to match the existing trim work on the building;
- c) the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
- d) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2022-R01)

Motion Passed

6. (2.5) 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street (H-9462) (Relates to Bill No. 146)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by SoHo Vision Alliance, relating to the property located at 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street, the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R4 Special Provision and R8 Special Provision (h*h-5*R4-6(13)/R8-4(59), h*h-5*R8-4(56), h*h-5*R8-4(57), h*h-5*R8-4(58)) Zone TO a Residential R4 Special Provision and R8 Special Provision (R4-6(13)/R8-4(59), R8-4(56), R8-4(57), and R8-4(58)) Zone to remove the "h" and "h-5" holding provisions. (2022-D09)

Motion Passed

7. (2.6) 1738, 1742, 1752 and 1754 Hamilton Road (H-9466)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Baker Planning Group, relating to lands located at 1738, 1742, 1752 and 1754 Hamilton Road, the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 (h•h-100•R1-3) Zone, a Holding Residential R1 Special Provision (h•h-100•R1-3(19)) Zone, a Holding Residential R1 Special Provision (h•h-100•R1-3(20)) Zone, a Holding Residential R4 Special Provision (h•h-100•R4-6(9)) Zone, and a Holding Residential R6 Special Provision (h•h-100•R6-5(55)) Zone TO a Residential R1 (R1-3) Zone, a Residential R1 Special Provision (R1-3(19)) Zone, a Residential R1 Special Provision (R1-3(20)) Zone, a Residential R4 Special Provision (R4-6(9)) Zone,

and a Residential R6 Special Provision (R6-5(55)) Zone to remove the h and h-100 holding provisions. (2022-D09)

Motion Passed

8. (2.7) 695 and 585 Sovereign Road (H-9467) (Relates to Bill No. 135)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southwest Sun Property Corporation, relating to the property located at 695 and 585 Sovereign Road:

- a) the proposed by-law appended to the staff report dated February 28, 2022 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to deem Lot 19-1 and Lot 28-1, Registered Plan No. M21, City of London, County of Middlesex, not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act;
- b) the City Clerk BE DIRECTED to provide notice of the by-law passing and undertake registration of the Deeming By-law, in accordance with the provisions in subsections 50(28) and 50(29) of the Planning Act; and,
- c) the applicant BE REQUIRED to pay for any costs incurred to register the deeming by-law at the Land Registry Office. (2022-D09)

Motion Passed

9. (2.8) 34 Princeton Terrace - Limiting Distance (No-Build) Agreement (Relates to Bill No. 127)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Building and Chief Building Official, the following actions be taken with respect to a Limiting Distance (no-build) Agreement between The Corporation of the City of London and Chantal McQueen and Paul McQueen, for the property located at 34 Princeton Terrace, London, Ontario:

- a) the proposed Limiting Distance Agreement appended to the staff report dated February 28, 2022 for the property at 34 Princeton Terrace between The Corporation of the City of London and Chantal McQueen and Paul McQueen BE APPROVED; and,
- b) the proposed by-law appended to the staff report dated February 28, 2022 BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to approve the Limiting Distance Agreement between The Corporation of the City of London and Chantal McQueen and Paul McQueen for the property at 34 Princeton Terrace, and to delegate authority to the Deputy City Manager, Environment and Infrastructure to execute the agreement on behalf of the City of London as the adjacent property owner. (2022-D09)

Motion Passed

10. (2.9) Building Division Monthly Report - January, 2022

Motion made by: A. Hopkins

That the Building Division Monthly report for January, 2022 BE RECEIVED for information. (2022-A23)

Motion Passed

11. (3.1) 493 Springbank Drive - Demolition Request

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, with respect to the demolition request for the former gate house and maintenance garage on the heritage listed property at 493 Springbank Drive, the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the former gate house and maintenance garage on the property; it being noted that the property located at 493 Springbank Drive should remain on the Register of Cultural Heritage Resources as it is believed to be of cultural heritage value or interest;

it being further noted that no individuals spoke at the public participation meeting associated with this matter. (2022-R01)

Motion Passed

12. (3.2) 2631 Hyde Park Road / 1521 Sunningdale Road West - Request to Remove Property from the Register of Cultural Heritage Resources

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, that the property located at 2361 Hyde Park Road/1521 Sunningdale Road West BE REMOVED from the Register of Cultural Heritage Resources;

it being noted that the Planning and Environment Committee received the staff presentation with respect to this matter;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Jomaa, no address provided; and,
- M. Moussa, 155 Thornton Avenue. (2022-R01)

Motion Passed

13. (3.3) 655 - 685 Fanshawe Park Road West (Z-9396) (Relates to Bill No. 148)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by SAB Realty Limited, relating to the property located at 655-685 Fanshawe Park Road West, the proposed by-law appended to the staff report dated

February 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with The London Plan, 2016 and the 1989 Official Plan), to change the zoning of the subject property FROM a Restricted Service Commercial Special Provision (RSC1(21)/RSC4(19)) Zone TO a Neighbourhood Shopping Area Special Provision (NSA5(_)) Zone;

it being pointed out that the following individual made verbal presentations at the public participation meeting held in conjunction with this matter:

- B. McCauley, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
 - the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Shopping Area Place Type;
 - the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node (NCN) designation; and,
 - the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to effectively utilize the existing buildings.
- (2022-D09)

Motion Passed

14. (3.4) 3rd Report of the Environmental and Ecological Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 3rd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on February 17, 2022:

- a) the Adelaide Wastewater Treatment Plant Working Group comments BE FORWARDED to the Civic Administration for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee heard a verbal presentation from M. McKillop, Environmental Services Engineer and P. De Carvalho, Restoration Specialist and S. Braun, Water Resource Engineer, Matrix Solutions Inc., with respect to the Adelaide Wastewater Treatment Plant Climate Change Resiliency Class Environmental Assessment;
- b) the Greenway Wastewater Treatment Plant Working Group comments BE FORWARDED to the Civic Administration for consideration; it being noted that the Environmental and Ecological Planning Advisory Committee heard a verbal presentation from M. McKillop, Environmental Services Engineer and P. De Carvalho, Restoration Specialist and S. Braun, Water Resource Engineer, Matrix Solutions Inc., with respect to the Greenway Wastewater Treatment Plant Climate Change Resiliency Class Environmental Assessment;
- c) the Working Group report relating to the Oxford Street West/ Gideon Drive Intersection Improvements Environmental Assessment BE REFERRED to the Civic Administration for

consideration; it being noted that additional comments may be provided to the Civic Administration by the Working Group;

d) the Working Group report relating to the Windermere Road Improvements Municipal Class Environmental Assessment - Environmental Impact Study BE REFERRED to the Civic Administration for consideration; and,

e) clauses 1.1, 2.3, 2.4, 3.1 and 3.2, BE RECEIVED for information.

Motion Passed

15. (4.1) 2nd Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 2nd Report of the London Advisory Committee on Heritage, from its meeting held on February 9, 2022:

a) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for the alteration of the beaver fence, a heritage attribute of the heritage designated property located at 472 Richmond Street, individually designated and located within the Downtown Heritage Conservation District, BE APPROVED as submitted and consistent with the Conservation Plan appended to the staff report dated February 9, 2022;

it being noted that the Heritage Planner will be circulated on any submittals to assist in ensuring compliance with the Conservation Plan for the beaver fence;

b) M. Johnson, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage (LACH) does not object to the conclusions and recommendations of the Heritage Impact Assessment (HIS), dated September 27, 2021, from Zelinka Priamo Ltd., with respect to the McCormick's Biscuit Company located at 1156 Dundas Street; it being noted that the proponent is encouraged to attend a meeting of the LACH early in the site design process to ensure meaningful consultation on the adaptive reuse of the former McCormick Biscuit Factory structure; it being further noted that the Notice of Planning Application, dated December 17, 2021, from M. Johnson, Senior Planner, with respect to a Notice of Planning Application related to a Draft Plan of Subdivision for the property located at 1156 Dundas Street, and the above-noted HIS, were received;

c) the matter of updating City of London Public Meeting Notices and Notices of Planning Applications to include heritage notifications BE REFERRED to the Civic Administration for consideration; it being noted that the Planning and Policy Sub-Committee reviewed the Planning Act (O.Reg. 543/06 (15)) requirements for planning notices, as well as a number of sample notices from other jurisdictions, and identified the following:

- while not explicitly required in the Planning Act, the Sub-Committee believes the identification of designated heritage status on applicable notices would benefit the City's overall engagement and communications strategy and this would give the public important information on planning applications and would allow more meaningful and informed public participation;

- the Sub-Committee understands that the Civic Administration may have an existing template used for planning notices, but would like to encourage consideration of including designated heritage status on notices during the next review of this template;
- the Sub-Committee recommends, for simplicity, identifying heritage designated status (e.g. Part IV or Part V designations and associated Heritage Conservation District) and not properties listed on the City's heritage register although additional criteria may also be considered; and,
- the Sub-Committee notes that the Planning Act requirements are minimums, and the City can choose to go above and beyond on notice requirements; it being noted that this is consistent with London Plan Policies 1615-16 which emphasize the importance of meaningful dialogue, and empowering residents to participate in the planning process;

it being further noted that the Planning and Policy Sub-Committee Report, from its meeting held on January 27, 2022, was received;

d) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the removal and replacement of the windows on the heritage designated property located at 516 Elizabeth Street, within the Old East Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
- the windows and exterior grilles be painted to match the existing trim work on the building;
- the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

e) on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, with respect to the demolition request for the former gate house and maintenance garage located on the heritage listed property at 493 Springbank Drive, the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the former gate house and maintenance garage on the property; it being noted that the property located at 493 Springbank Drive should remain on the Register of Cultural Heritage Resources as it is believed to be of cultural heritage value or interest;

f) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the property located at 2361 Hyde Park Road/1521 Sunningdale Road West BE REMOVED from the Register of Cultural Heritage Resources; and,

g) clauses 1.1, 2.2, 3.1 to 3.5, inclusive, 3.7 to 3.9, inclusive, 4.1, 5.3 and 5.5 BE RECEIVED for information.

Motion Passed

8.5 6th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 6th Report of the Planning and Environment Committee BE APPROVED, excluding items 5 (2.4) and 11 (3.4).

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3rd Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 3rd Report of the Trees and Forests Advisory Committee, from its meeting held on February 23, 2022, BE RECEIVED for information.

Motion Passed

3. (2.2) Draft Victoria Park Secondary Plan (O-8978)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the draft Victoria Park Secondary Plan:

a) the draft Victoria Park Secondary Plan, appended to the staff report dated March 7, 2022 as Appendix "A" BE RECEIVED for information; and,

b) the draft Victoria Park Secondary Plan BE CIRCULATED for public comment;

it being noted that feedback received will inform a revised Secondary Plan and implementing Official Plan Amendment that will be prepared for the consideration and approval of Municipal Council at a future public participation meeting of the Planning and Environment Committee;

it being further noted that the Planning and Environment Committee received a staff presentation with respect to these matters. (2022-D09/R01)

Motion Passed

4. (2.3) 2022 LDD Moth Proposed Management Plan

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the 2022 Lymantria dispar dispar (LDD) Moth* proposed management plan BE RECEIVED for information and the following actions be taken with respect to the provision of LDD aerial spraying services:

- a) the single source estimated price of 100,000 plus HST, pending further negotiation submitted by Zimmer Air Services Inc. to provide an aerial spraying service to control the spread of the LDD moth in select locations as outlined in the report below, BE ACCEPTED;
- b) the financing for the project BE APPROVED within existing budgets;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) approval hereby given BE CONDITIONAL upon the Corporation entering a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2022-D05)

Motion Passed

6. (2.5) 3024, 3001, 2970 and 2954 Turner Crescent (H-9464)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Greengate Village Limited, to exempt Blocks 50, 51, 52 and 53 of Registered Plan 33M-790 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the Planning and Environment Committee Added Agenda BE INTRODUCED at a future Council meeting to exempt Blocks 50, 51, 52 and 53, Plan 33M-790 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(3) R4-5(4)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, garage front yard depth, exterior side yard depth, and interior side yard depth;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 50, 51, 52 and 53, Plan 33M-790 as noted in clause a) above:
 - i) the Applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the Applicant submit a draft reference plan to Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the Applicant submits to Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the Applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

- v) the Applicant submit to the City for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the Applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the Applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the Applicant shall obtain confirmation from Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the Applicant shall obtain approval from Planning and Development for each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the Applicant shall submit to the City confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the Applicant shall obtain clearance from the City that requirements d), e) and f) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;
- xii) that not more than four (4) reference plans be approved to be registered as part of this application and that Greengate Village limited advise the City of the registration of each reference plan; and,
- xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2022-D25)

Motion Passed

7. (2.6) 3161 and 3138 Turner Crescent (H-9463)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Greengate Village Limited to exempt Blocks 48 and 49 of Registered Plan 33M-790 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law as appended to the Planning and Environment Committee Added Agenda, BE INTRODUCED at a future Council meeting to exempt Blocks 48 and 49, Plan 33M-790 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-5(3) R4-5(4)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, garage front yard depth, exterior side yard depth, and interior side yard depth;

- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 48 and 49, Plan 33M-790 as noted in clause a) above:
- i) the Applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the Applicant submit a draft reference plan to Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the Applicant submits to Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the Applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - v) the Applicant submit to the City for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vi) the Applicant shall enter into any amending subdivision agreement with the City, if necessary;
 - vii) the Applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
 - viii) the Applicant shall obtain confirmation from Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
 - ix) the Applicant shall obtain approval from Planning and Development for each reference plan to be registered prior to the reference plan being registered in the land registry office;
 - x) the Applicant shall submit to the City confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
 - xi) the Applicant shall obtain clearance from the City that requirements d), e) and f) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Division for lots being developed in any future reference plan;
 - xii) that not more than two (2) reference plans be approved to be registered as part of this application and that Greengate Village limited advise the City of the registration of each reference plan; and,
 - xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2022-D25)

Motion Passed

8. (3.1) 3524 Grand Oak Crossing (39CD-21520)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, based on the application of 2219008 Ontario Ltd. (York Developments), relating to the property located at 3425 Grand Oak Crossing:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3425 Grand Oak Crossing; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3425 Grand Oak Crossing;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

it being further noted that the Municipal Council approves this application for the following reasons:

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2022-D07)

Motion Passed

9. (3.2) 600 Oxford Street West (OZ-9437) (Relates to Bill No.'s 132, 134 and 150)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by Maverick Real Estate Inc., relating to the property located at 600 Oxford Street West:

- a) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend The London Plan to ADD a Specific Area Policy to permit "automotive uses, restricted" within existing buildings, in addition to the uses permitted in the Transit Village Place Type, and by ADDING the subject lands to Map 7 - Specific Area Policies – of The London Plan;

it being noted that the amendments will come into full force and effect concurrently with Map 7 of The London Plan;

- b) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "B" BE INTRODUCED at the Municipal

Council meeting to be held on March 22, 2022 to amend the Official Plan (1989) to ADD a policy to Section 10.1.3 – “Policies for Specific Areas” to permit “office”, “retail” and “commercial recreation establishments” within existing buildings, in addition to the uses permitted in the Auto-Oriented Commercial Corridor designation; and,

c) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a Highway Service Commercial/Restricted Service Commercial (HS/RSC1) Zone TO a Highway Service Commercial Special Provision (HS(_)) Zone;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- N. Dyjach, Strik Baldinelli Moniz;

it being noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which promotes economic development and competitiveness by providing for an appropriate mix and range of employment uses;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the criteria for Specific Area Policies and Planning Impact Analysis;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Design policies;
- the recommended amendment facilitates uses of a site within the Built-Area Boundary and the Primary Transit Area until such time as the site redevelops; and,
- the recommended amendments facilitate an appropriate proposal that facilitates the reuse of the existing buildings with uses that are compatible within the surrounding context. (2022-D21)

Motion Passed

10. (3.3) 1420 Hyde Park Road (O-9422/Z-9423) (Relates to Bill No.'s 133 and 151)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Hyde Construction (c/o Pete Hyde), relating to the property located at 1420 Hyde Park Road:

a) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend the Official Plan for the City of London Planning Area – 1989 by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 111 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;

b) the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Temporary/Urban Reserve (T-51/UR3) Zone TO a Residential R9 Special Provision (R9-4(_)) Zone;

it being noted that the following site plan matters were raised during the application review process:

- i) provide a strong pedestrian relationship between the inside and the outside of the building at the intersection of Hyde Park Road and South Carriage Road;
- ii) provide individual lockable front door entrances to ground floor units on the street-facing elevations and design amenity spaces as open courtyards or front porches to create a pedestrian-oriented streetscape;
- iii) provide direct walkway access from ground floor units to the public sidewalk;
- iv) co-ordinate the design of the site with the memorial plaza to be constructed by the City at Hyde Park Road/South Carriage intersection;
- v) provide further details on the use of the outdoor amenity space at the corner of South Carriage Road and Hyde Park Ave. Remove the wall and fencing to provide for better activation with the street and memorial plaza;
- vi) design the space between the building and the right-of-way with a main sidewalk, slightly raised planting beds with trees and foundation plantings generally consistent with the public/private interface approved for other developments within the Hyde Park community;
- vii) provide privacy fencing along the west and south property boundaries;
- viii) provide enhanced landscaping, including buffering and screening from the development to the existing and future uses on adjacent properties and screening of parking visible from South Carriage Road;
- ix) continue the public sidewalk along the South Carriage Road frontage between Hyde Park Road and Prince of Wales Gate to provide better pedestrian connections within the neighbourhood and to Canterbury Park, noting sidewalk construction will require the removal of nine existing trees located in the City boulevard;
- x) provide a centrally located outdoor common amenity space that is sufficiently sized for the number of units proposed;
- xi) provide trees and plantings every 15 parking spaces and within all parking islands.
- xii) locate the garbage facilities close to the building, away from neighbouring properties;
- xiii) provide mitigation measures to address potential on-site conflicts between sidewalks and the parking area, and individual ground floor units and their private amenity areas; and,
- xiv) locate and design snow storage areas to retain snow-melt on site;

it being pointed out that the Planning and Environment Committee received a communication from S. Jones, by e-mail, with respect to these matters;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- K. Crowley, Zelinka Priamo Ltd.; and,
- P. Terek, no address provided;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation; and,
- the recommended amendment facilitates the development of a site immediately adjacent to the Built-Area Boundary in an area planned for the logical expansion of urban residential development. (2022-D09)

Motion Passed

5. (2.4) 1985 Gore Road (H-9467) (Relates to Bill No. 149)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Dancor Oxford Inc., relating to the property located at 1985 Gore Road, the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Light Industrial LI2 and General Industrial GI1 (h*LI2/GI1) Zone TO a Light Industrial LI2 and General Industrial GI1 (LI2/GI1) Zone to remove the "h" holding provision. (2022-D09)

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

11. (3.4) 6756 James Street (Z-9401)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Domus Development London Inc., relating to the property located at 6756 James Street, the proposed by-law appended to the staff report dated March 7, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-10) Zone TO a Residential R5 Special Provision (R5-2(_)) Zone;

it being noted that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- i) boundary landscaping along the north, east and west property boundaries that meet the standards of the Site Plan Control By-law and have screening/privacy qualities; and,
- ii) board-on-board fencing along the north, east and west property boundaries where possible that meet the standards of the Site Plan Control By-law and do not negatively impact on-site stormwater management or any existing landscaping;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation;
- a communication dated March 2, 2022 from L. and R. Harden, by e-mail; and,
- a communication dated February 28, 2022 from J. Posthumus, by e-mail;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- Casey Kulchycki, Senior Planner, Zelinka Priamo Ltd.;
- J. D'Orsay, 6775 James Street;
- J. Posthumus, no address provided;
- J. McNabb, no address provided;
- K. Karpierz, 6742 James Street; and,
- L. Grieve, 6780 James Street;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of the Southwest Area Secondary Plan, including but not limited to the Low Density Residential designation of the Lambeth Neighbourhood;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential designation; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D12)

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

8.6 4th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 4th Report of the Community and Protective Services Committee BE APPROVED, excluding items 8 (4.1) and 10 (4.3).

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 1st Report of the Accessibility Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the Accessibility Advisory Committee, from its meeting held on January 27, 2022:

a) the Community Diversity and Inclusion Strategy (CDIS) Accessibility Working Group members BE INVITED to attend a future meeting of the Accessibility Advisory Committee in order to discuss opportunities for future integrations and collaborations; and,

b) clauses 1.1, 2.1, 2.2, 3.1, 5.1 and 6.1, BE RECEIVED.

Motion Passed

3. (2.2) Single Source Procurement SS-2022-071: Xalt Real-time Fire CAD to RMS Interface

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated March 1, 2022, related to Single Source Procurement SS-2022-071 for Xalt software from Hexagon (Intergraph Canada Ltd.) to allow an interface with ICO Solutions Records Management System from the Hexagon Fire Computer Aided Dispatch (CAD):

a) the Firm Fixed Price Statement of Work, submitted by Intergraph Canada Ltd., doing business as Hexagon Safety & Infrastructure division, 10921-14 Street NE, Calgary, Alberta, T3K 2L5, for the installation of the Xalt – Integration Software, at the quoted purchase value of \$65,420 (HST excluded), BE ACCEPTED; it being noted that this is a single source contract as per the Procurement of Goods and Services Policy Section 14.4 d), there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

b) the Quote number 2022-84528 submitted by Intergraph Canada Ltd., doing business as Hexagon Safety & Infrastructure

division, 10921-14 Street NE, Calgary, Alberta, T3K 2L5 for the purchase and annual maintenance of the Xalt – Integration Software, at the quoted purchase value of \$39,663 (HST excluded), BE ACCEPTED; it being noted that this is a single source contract as per the Procurement of Goods and Services Policy Section 14.4 d), there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal);

c) subject to approval of a) and b) above, the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract;

d) the approval and authorization provided for in a) and b) above, BE CONDITIONAL upon the Corporation entering into a formal contract or having a Purchase Order, or contract record relating to the subject matter of this approval;

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to the actions set out in a) to c) above; and,

f) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2022-C09)

Motion Passed

4. (2.4) 2022-2023 Single Source Award Recommendation for Housing Stability Service Programs; Including Housing First, Supportive Housing and Day Drop-in Programs

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated March 1, 2022, related to a Single Source Award Recommendation for Housing Stability Service Programs, Including Housing first, Supportive Housing and Day Drop-In programs:

a) the Single Source, as per The Corporation of the City of London Procurement Policy Section 14.4 d), BE ACCEPTED at a total estimated cost of \$3,642,900 (excluding HST), for the period of April 1, 2022, to March 31, 2023, with the option to extend for four (4) additional one (1) year terms, subject to confirmation of the Provincial and Federal funding, to administer Housing Stability Services, Housing First, Supportive Housing and Day Drop-In programs, to the following providers:

- CMHA Thames Valley Addiction & Mental Health Services – Street Level Women at Risk (SS-2022-060)
- St. Leonard's Society of London – Project Home (SS-2022-061)
- London Cares Homeless Response Services Housing First (SS-2022-062)
- CMHA Thames Valley Addiction & Mental Health Services – Housing Always (SS-2022-063)
- CMHA Thames Valley Addiction & Mental Health Services - No Fixed Address program (SS-2022-064)
- Mission Services - Roger Smith Wing Supportive Housing (SS-2022-065)

- Youth Opportunities Unlimited – Cornerstone Housing (SS-2022-066)
- Regional HIV/AIDS Connection - John Gordon Home (SS-2022-067)
- Youth Opportunities Unlimited Housing First Mobile Team (SS-2022-068)
- CMHA Thames Valley Addiction & Mental Health Services – My Sisters Place Day Drop-in (SS-2022-069);

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,

c) the approval, given herein, BE CONDITIONAL upon the Corporation entering into Purchase of Service Agreements with each program. (2022-D04)

Motion Passed

5. (2.5) Irregular Result RFP 21-71 Consultant for Employment Services Transformation Single Bid Award Recommendation

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development and with the concurrence of the Director, Financial Services, the following actions be taken with respect to the staff report, dated March 1, 2022, related to an Irregular Result RFP 21-71 for a Consultant for Employment Services Transformation Single Bid Award Recommendation, as per the City of London Procurement Policy Section 19.4 “Only One Bid Received”:

a) the Request for Proposal (RFP 21-71), submitted by StrategyCorp, BE ACCEPTED, at the cost of \$79,500 (plus H.S.T.);

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project, and;

c) the approvals, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2022-S04)

Motion Passed

6. (2.3) Licensing Agreement for the Creation of a Food Hub in Cavendish Park, 136 Cavendish Crescent (Relates to Bill No. 130)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report, dated March 1, 2022, BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to:

a) authorize and approve the Agreement between The Corporation of the City of London and Hutton House Association for Adults with Disabilities for the creation of a Food Hub at Cavendish Park 136 Cavendish Crescent; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

it being noted that the communication, as appended to the Added Agenda, from L. Thorne, with respect to this matter, was received. (2022-S12)

Motion Passed

7. (2.6) Pet Limits for Approved Foster Organizations

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated March 1, 2022, with respect to Pet Limits for Approved Foster Organizations, BE RECEIVED; it being noted that the current regulation of no pet limits for Approved Foster Organizations will be maintained. (2022-P14)

Motion Passed

9. (4.2) COVID-19 Response Update and Program Funding Wind-down

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated March 1, 2022, with respect to a COVID-19 Response Update and Program Funding Wind-down:

a) the Mayor BE DIRECTED to write a letter to the applicable Ministries with respect to the need for the continuation of Provincial Social Services Relief Funding (SSRF) and Federal Reaching Home COVID response funding; and,

b) the above-noted staff report BE RECEIVED. (2022-S08)

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at February 18, 2022, BE RECEIVED.

Motion Passed

12. (5.2) 1st Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: M. Cassidy

That the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 24, 2022, BE RECEIVED.

Motion Passed

8. (4.1) K. Pihlak, Executive Director, Oak Park Co-operative Children's Centre

Motion made by: M. Cassidy

That the following actions be taken with respect to the delegation from K. Pihlak, Oak Park Co-Operative Children's Centre, related to the Bi-Lateral Child Care Agreement:

- a) the Mayor BE REQUESTED to call on the Provincial Government to:
- sign the Bi-Lateral Child Care Agreement before March 31, 2022; and,
 - emphasize the importance of growing the highly-trained workforce of early childhood educators in Ontario;
- b) the Licensed Child Care Network BE THANKED for their advocacy and for their work as early childhood educators; it being noted that the verbal delegation from K. Pihlak, Executive Director, Oak Park Co-Operative Children's Centre, with respect to this matter, as well as the communications, appended to the agenda, were received. (2022-S01)

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Recuse: (1): P. Van Meerbergen

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (12 to 0)

10. (4.3) Draft By-laws: Program Regulating Distribution of Flyers By-law and Distribution of Graphic Flyers to Residential Properties By-law (Relates to Bill No.'s 131 and 138)

Motion made by: M. Cassidy

That the following actions be taken with respect to the staff report, dated March 1, 2022, related to a Program Regulating Distribution of Flyers and Distribution of Graphic Flyer Deliveries to Residential Properties:

- a) the proposed by-law, as appended to the above-noted staff report (Appendix C), BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to regulate the distribution of graphic flyers in the City of London; and,
- b) the proposed by-law, as appended to the above-noted staff report (Appendix D), BE INTRODUCED at the Municipal Council meeting to be held on March 22, 2022, to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to designate the Distribution of Graphic Flyers By-law;

it being noted that the communications, as appended to the Added Agenda, from J. Arthur, D. Ronson and S. Trosow, with respect to this matter, were received. (2022-C09)

Motion made by: S. Hillier
Seconded by: P. Van Meerbergen

That the draft by-laws related to a program regulating the distribution of flyers by-law and distribution of graphic flyers to residential properties by-law BE REFERRED to the Civic Administration, in order for staff to report back on the potential to include the following in any potential by-laws:

- a) the requirement for any literature being left at private residences to meet the same public requirements as outdoor displays, or the regulations at a public participation meeting;
- b) the inclusion of a requirement for materials to have an outer wrap/cover for any such materials; and,
- c) the inclusion of a graphic content warning on any outside wrap.

Motion made by: S. Lehman
Seconded by: S. Lewis

That the Council convene in closed session, in order to consider advice that is subject to solicitor-client privilege with respect to potential by-laws to regulate the distribution of graphic flyers to residential properties, including requirements for covering such as an outer wrap.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

The Council convenes, in closed session, from 6:35 PM to 6:57 PM

Motion made by: S. Lewis
Seconded by: E. Pelozza

That a recess BE APPROVED, at this time.

Motion Passed

The Council recesses at 7:08 PM, and resumes at 7:34 PM.

Motion made by: S. Hillier
Seconded by: P. Van Meerbergen

The motion to approve the referral IS PUT, as follows:

That the draft by-laws related to a program regulating the distribution of flyers by-law and distribution of graphic flyers to residential properties by-law BE REFERRED to the Civic Administration, in order for staff to report back on the potential to include the following in any potential by-laws:

- a) the requirement for any literature being left at private residences to meet the same public requirements as outdoor displays, or the regulations at a public participation meeting;
- b) the inclusion of a requirement for materials to have an outer wrap/cover for any such materials; and,
- c) the inclusion of a graphic content warning on any outside wrap.

Yeas: (11): M. van Holst, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (2): S. Lewis, and S. Turner

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (11 to 2)

Motion made by: M. Cassidy

Seconded by: M. van Holst

That the communications with respect to this matter, as noted on the Added Agenda, BE RECEIVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: M. Hamou

Seconded by: J. Helmer

That introduction and first reading of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

Motion made by: J. Fyfe-Millar

Seconded by: P. Van Meerbergen

That second reading of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That third reading and enactment of Bill No.'s 124 to 152, excluding Bill No.'s 131, 136 and 138, BE APPROVED.

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: E. Pelozza

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/4/CSC)

4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/4/CSC)

4.3 Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City

A matter pertaining to the security of the property of the municipality or board; a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value. (6.3/4/CSC)

4.4 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations. (6.1/5/SPPC)

4.5 Personal Matters/Identifiable Individual

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/5/SPPC)

4.6 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding flyer deliveries to residential properties. (6.1/4/CPSC)

4.7 ADDED Solicitor-Client Privilege/Litigation-Potential Litigation

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/5/SPPC)

Yeas: (13): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Absent: (2): Mayor E. Holder, and M. Salih

Motion Passed (13 to 0)

The Council convenes, In Closed Session, from 8:04 PM to 8:30 PM.

9. Added Reports

9.1 5th Report of Council in Closed Session

At 8:36 PM, Councillor P. Van Meerbergen leaves the meeting.

Motion made by: J. Fyfe-Millar

Seconded by: M. Hamou

YOUR COUNCIL IN CLOSED SESSION REPORTS:

1. Partial Property Acquisition - 190 Edinburgh Street - Cavendish Phase III Infrastructure Renewal Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the property located at 190 Edinburgh Street, further described as Part of Lots 36 to 41, Plan 56(W), in the City of London, County of Middlesex, being Part of PIN 082500107 (LT), as shown on the location map attached as Appendix "B", for the purpose of reconstructing the open channel as part of the Cavendish Phase 3 Infrastructure Renewal Project, the following actions be taken:

a) the offer submitted by Michael Oreskovic (the "Vendor") to sell the subject property to the City, for the sum of \$200,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C"; and,

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

2. Partial Property Acquisition - Hydro One Networks Inc. & Infrastructure Ontario - Southdale Road West Transportation Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, with respect to the property located immediately east of 457 Southdale Road West and further described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, designated as Parts 5, 6 and 7, Plan 33R-20757, being Part of PIN 08209-0179 (LT) and shown on the location map attached as Appendix "B", for the purpose of future road improvement to accommodate the Southdale Road West Improvements Project, the following actions be taken:

- a) the offer submitted by Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (the "Vendor"), to sell the subject property to the City, for the sum of \$3,712.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix "C";
- b) the License of Land for Temporary Use and Access for a further twelve (12) month term, for an additional sum of \$1,250.00 BE ACCEPTED, wherein additional compensation and additional terms and conditions have been agreed to between the Parties and set out in the agreement attached in Appendix "D";
- c) the Civic Administration BE AUTHORIZED to enter into a separate License of Land for Temporary Use and Access for a further term beyond April 30, 2023 and under substantially the same terms and conditions as found in the agreement attached in Appendix "D"; and,
- d) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

3. Dearness Home Temporary Retention Strategy

That, on the recommendation of the Deputy City Manager, Social and Health Development and concurrence of the Deputy City Manager, Enterprise Supports, that the following actions be taken with respect to the Dearness Home Temporary Retention Strategy:

- a) the Dearness Home Temporary Retention Strategy BE APPROVED as detailed in section 3.1 of the staff report and that it is to be implemented retroactive from January 1st, 2022 and will remain in place up to March 31, 2022;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,
- c) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into and/or amending a Memorandum of Agreement with UNIFOR, and SEIU Local 1 Canada ("SEIU") respectively; it being noted that the Strategic Priorities and Policy Committee received a verbal overview from the Deputy City Manager, Social and Health Development, and the Deputy City Manager, Enterprise Supports.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

Motion Passed (12 to 0)

9.2 6th Special Meeting of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 6th Report of the Strategic Priorities and Policy Committee BE APPROVED.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. (4.1) Temporary Reintroduction of Mask By-law to Limit the Spread of COVID-19

That the communication dated March 20, 2022, from Councillors J. Helmer, S. Turner and M. Cassidy, BE RECEIVED.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

Motion Passed (12 to 0)

Motion made by: S. Lewis

Seconded by: J. Fyfe-Millar

That introduction and first reading of Added Bill No.'s 153 and 154 BE APPROVED.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

Motion Passed (12 to 0)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That second reading of Added Bill No.'s 153 and 154, BE APPROVED.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

Motion Passed (12 to 0)

Motion made by: S. Hillier

Seconded by: E. Pelozza

That third reading and enactment of Added Bill No.'s 153 and 154, BE APPROVED.

Yeas: (12): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (3): Mayor E. Holder, M. Salih, and P. Van Meerbergen

Motion Passed (12 to 0)

The following are enacted as By-laws of The Corporation of the City of London:

Bill No. 124	By-law No. A.-8221-82 - A by-law to confirm the proceedings of the Council Meeting held on the 22nd day of March, 2022. (City Clerk)
Bill No. 125	By-law No. A.-8222-83 - A by-law to accept the terms and conditions for funding under the Improving Monitoring and Public Reporting of Sewage Overflows and Bypasses Program between Her Majesty the Queen in right of Ontario as represented by the Minister of the Environment, Conservation and Parks and The Corporation of the City of London ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.5/4/CWC)
Bill No. 126	By-law No. A.-8223-84 - A by-law to approve the Ontario Transfer Payment between Her Majesty the Queen in right of Ontario as represented by the Minister of Environment, Conservation and Parks and The Corporation of the City of London ("Agreement") and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.6/4/CWC)
Bill No. 127	By-law No. A.-8224-85 - A by-law to approve a limiting distance agreement between the Corporation of the City of London and Chantal Jacoba McQueen and Paul Matthew McQueen for the property at 34 Princeton Terrace and to delegate authority to the Deputy City Manager, Environment and Infrastructure, to execute the agreement on behalf of the City of London as the adjacent property owner. (2.8b/5/PEC)
Bill No. 128	By-law No. A.-8225-86 - A by-law to accept the farmland lease bids for Request for Tender No. 2022-018, and approve and authorize the Mayor and the City Clerk to execute the Agreements with each successful proponent. (2.3/4/CSC)
Bill No. 129	By-law No. A.-8226-87 - A by-law to approve and authorize the Mayor and City Clerk to execute the Licence Renewal Agreement. (2.5/4/CSC)
Bill No. 130	By-law No. A.-8227-88 - A by-law to authorize and approve an Agreement between The Corporation of the City of London and Hutton House Association for Adults with Disabilities, to create a Food Hub at Cavendish Park, 136 Cavendish Crescent, and to authorize the Mayor and the City Clerk to execute the Agreement. (2.3/4/CPSC)
Bill No. 132	By-law No. C.P.-1284(ws)-89 - A by-law to amend the Official Plan for the City of London, 1989 relating to 600 Oxford Street West. (3.2b/6/PEC)
Bill No. 133	By-law No. C.P.-1284(wt)-90 - A by-law to amend the Official Plan for the City of London, 1989 relating to 1420 Hyde Park Road. (3.3a/6/PEC)

Bill No. 134	By-law No. C.P.-1512(bc)-91 - A by-law to amend The London Plan for the City of London, 2016 relating to 600 Oxford Street West. (3.2a/6/PEC)
Bill No. 135	By-law No. C.P.-1576-92 - A by-law to deem a portion of Registered Plan No. 33M-251 not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P13. (2.7/5/PEC)
Bill No. 137	By-law No. L.S.P.-3500-93 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Dingman Drive improvements project. (2.3/11/CSC- 2021)
Bill No. 139	By-law No. S.-6170-94 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Viscount Road east of Andover Drive) (Chief Surveyor – for road widening purposes on Viscount Road)
Bill No. 140	By-law No. S.-6171-95 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Queens Ave, east of Richmond St; and as widening to Ridout St, north of King St) (Chief Surveyor – for road widening purposes, pursuant to the Bus Rapid Transit Downtown Loop project)
Bill No. 141	By-law No. S.-6172-96 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Rd W and Colonel Talbot Rd) (Chief Surveyor – for road widening purposes, pursuant to the Southdale Road West Widening Infrastructure project)
Bill No. 142	By-law No. S.-6173-97 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Main Street, east of Colonel Talbot Road) (Chief Surveyor – for road widening purposes registered as ER1380847 pursuant to SPA20-041 and in accordance with Z.-1)
Bill No. 143	By-law No. W.-5569(b)-98 - A by-law to amend by-law No. W.-5569-376, as amended, entitled, “A by-law to authorize the Wharncliffe Road Widening (Project No. TS1355-1) (City Treasurer)
Bill No. 144	By-law No. W.-5682-99 - A by-law to authorize the Victoria Bridge Bike Lanes (Project TS1745) (2.6/3/CWC)
Bill No. 145	By-law No. W.-5683-100 - A by-law to authorize the East London Link – Construction Rapid Transit (Project RT1430-3A) (2.7/3/CWC)

Bill No. 146	By-law No. Z.-1-223007 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 346, 370 and 392 South Street, 351, 373 and 385 Hill Street and 124 Colborne Street. (2.5/5/PEC)
Bill No. 147	By-law No. Z.-1-223008 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1738, 1742, 1752 and 1754 Hamilton Road. (2.6/5/PEC)
Bill No. 148	By-law No. Z.-1-223009 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 655-685 Fanshawe Park Road West. (3.3/5/PEC)
Bill No. 149	By-law No. Z.-1-223010 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1985 Gore Road. (2.4/6/PEC)
Bill No. 150	By-law No. Z.-1-223011 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 600 Oxford Street West. (3.2c/6/PEC)
Bill No. 151	By-law No. Z.-1-223012 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1420 Hyde Park Road. (3.3b/6/PEC)
Bill No. 152	By-law No. Z.-1-223013 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6756 James Street. (3.4/6/PEC)
Bill No. 153	By-law No. A.-8228-101 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Michael Oreskovic, for the partial acquisition of property located at 190 Edinburgh Street, further described as Part of Lots 36 to 41 on Plan 56(W) in the City of London, County of Middlesex and being Part of PIN 082500107 (LT). (6.1/4/CSC)
Bill No. 154	By-law No. A.-8229-102 - A by-law to authorize and approve an Agreement of Purchase and Sale agreement between The Corporation of the City of London and Her Majesty the Queen In Right of Ontario as represented by The Minister of Government and Consumer Services to purchase the lands legally described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, Designated as Parts 5, 6 on Plan 33R-20757 being Part of PIN 08209-0179 (LT) & to authorize and approve the License of Land for Temporary Use and Access agreement between The Corporation of the City of London and Her Majesty the Queen In Right of Ontario as represented by The Minister of Government and Consumer Services for lands legally described as Part of Lot 37, Concession 2, in the City of London, Middlesex County, Designated as Part 7 on Plan 33R-20757 being Part of PIN 08209-0179 (LT) and to secure the temporary. (6.2/4/CSC)

14. Adjournment

Motion made by: S. Hillier
Seconded by: S. Lehman

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:44 PM.

Ed Holder, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map



For illustration purposes (Subject to Survey)

Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: MICHAEL ORESKOVIC

REAL PROPERTY:

Address Part of 190 EDINBURGH STREET, LONDON, ONTARIO

Location EAST OF WOODWARD AVENUE

Measurements Approximate size being +/- 778.44 square metres (or 8,379.05 sq. ft)
(subject to final survey)

Legal Description: Part of Lots 36 to 41 on Plan 56(W) in the City of London, County of Middlesex and being Part of PIN 082500107 (LT) as highlighted in red and shown on Schedule "A" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be TWO HUNDRED THOUSAND DOLLARS CDN (\$200,000.00) payable as follows:
 - A) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **March 31, 2022**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **May 31, 2022** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **June 10, 2022**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context..
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law
_____ of the Council of The Corporation of the City of London

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Michael Schuilthess, City Clerk

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

Kata Oreskovic
Witness

Michael Oreskovic
Michael Oreskovic

4.Feb.2022
Date

VENDOR'S LAWYER: Thomas A. Bates - T: 519-472-0330

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

**SCHEDULE "A"
THE PROPERTY**



SUBJECT TO FINAL SURVEY

SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on May 31, 2022** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Vendor agrees to consent to extend the closing for a period of up to one (1) month, without condition, to facilitate the deposit of the reference plan prior to closing.

ADJUSTMENTS: The purchase price payable by the Purchaser to the Vendor for the Property is calculated based upon an approximate area of 8,379.05 square feet x \$23.86 dollars per square foot. If the actual size of the Property to be conveyed (as shown in the deposited reference plan) is different by a minimum of 50 square feet more or less than approximated under this Agreement, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$23.86 dollars per square foot.

4. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).

Appendix A – Source of Financing Report

Appendix "A" Confidential

#22024

February 28, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - 190 Edinburgh Street
Cavendish Phase III Infrastructure Renewal Project
(Subledger LD220034)
Capital Project ES254021 - Infrastructure Renewal Program - Stormwater Sewers & Treatment
Michael Oreskovic

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,112,257	1,112,257	0	0
Land Acquisition	250,000	0	210,537	39,463
Construction	9,432,575	8,952,182	0	480,393
City Related Expenses	59,099	2,149	0	56,950
Total Expenditures	\$10,853,931	\$10,066,588	\$210,537	\$576,806
Sources of Financing				
Capital Sewer Rates	820,480	820,480	0	0
Drawdown from Sewage Works Renewal Reserve Fund	7,731,956	6,944,613	210,537	576,806
Canada Community-Building Fund	2,250,000	2,250,000	0	0
Other Contributions	51,495	51,495	0	0
Total Financing	\$10,853,931	\$10,015,093	\$210,537	\$576,806

Financial Note:

Purchase Cost	\$200,000
Add: Legal Fees, etc.	5,200
Add: Land Transfer Tax	1,725
Add: HST @13%	26,676
Less: HST Rebate	-23,064
Total Purchase Cost	\$210,537

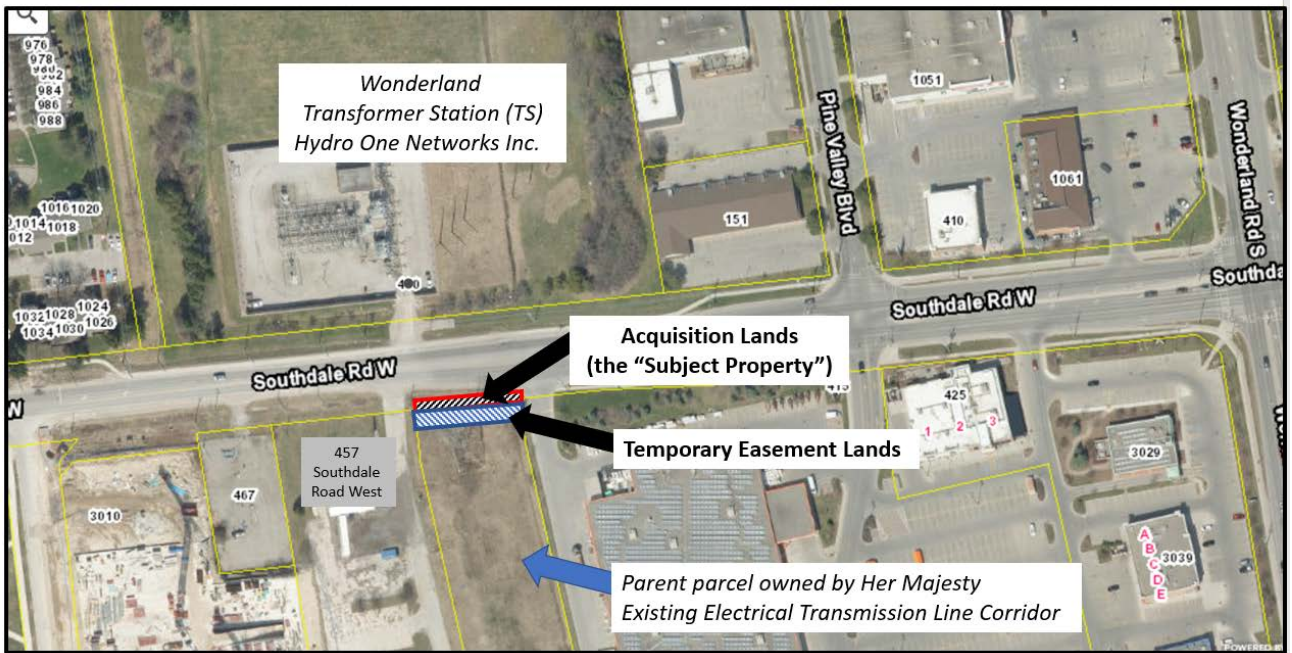


Jason Davies

Manager of Financial Planning & Policy

lp

Appendix B – Location Map



For illustration purposes

AGREEMENT OF PURCHASE AND SALE

OPERATIONAL LAND SALES TO MUNICIPALITIES

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by THE MINISTER OF GOVERNMENT AND
CONSUMER SERVICES**

(hereinafter called the “Vendor”)

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the “Purchaser”)

RECITALS:

By Order in Council No. 1012/2018, approved and ordered July 25, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act, 2011* and other responsibilities were assigned and transferred to the Minister of Government and Consumer Services.

The Vendor is the owner in fee simple of the property defined as the “Property” in Article 1.1(x) of this Agreement.

Ontario Infrastructure and Lands Corporation (“OILC”) confirms that it is the designated agent of the Owner and has the authority to exercise all rights of the Owner and that both the Owner and OILC are and shall be bound by all the Vendor’s covenants, representations and warranties as provided herein.

The Property consists of corridor land transferred to Her Majesty the Queen in Right of Ontario pursuant to section 114.2 of the *Electricity Act* (the “Electricity Act”) and is subject to the statutory right provided by section 114.5 of the *Electricity Act*. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 As used in this Agreement, the following terms shall have the following meanings:
- (a) **"Agreement"** means this agreement, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this agreement.
 - (b) **"As Is Where Is"** has the meaning ascribed to it in Section 5.1 of this Agreement.
 - (c) **"Authority"** means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over, or having any interest in, the Property as defined herein, or the use thereof.
 - (d) **"Buildings"** means any existing structure(s), fixtures (save and except tenant's fixtures, and fittings) and facilities located on the Lands, including all heating, ventilation, plumbing, electrical and mechanical systems and related components and equipment comprising a part thereof.
 - (e) **"Business Day"** means any day on which the Government of Ontario normally conducts business.
 - (f) **"Class EA"** means the Class Environmental Assessment Process for OILC Realty Activities as approved, amended, or renewed from time to time by the Minister of the Environment, Conservation and Parks pursuant to section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18.
 - (g) **"Contaminant"** means (i) any substance which, when it exists in a building or the water supplied to or in a building, or when it is released into a building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to a building or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including *stachybotrys chartarum* and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Law now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii).
 - (h) **"Date of Acceptance"** means the date that OILC approves and accepts this Agreement.
 - (i) **"Date of Closing"** means the day which is fifteen (15) Business Days following
 - (i) the earlier of
 - (A) the date that the Purchaser waives or satisfies its condition(s) contained in Article 5 of this Agreement and
 - (B) the expiry of the Inspection Period if this Agreement has not otherwise been terminated in accordance with Article 5, or
 - (ii) the date that the Vendor fulfills its condition(s) contained in Article 6 of this Agreement,whichever date is the later date or any extension thereof pursuant to the terms of this Agreement.
 - (j) **"Deposit"** means the deposit provided for in Section 2.1(a) of this Agreement.

- (k) "**Environmental Law**" includes, but is not limited to all applicable federal and provincial statutes, municipal and local laws, common law, and deed restrictions, all statutes, by-laws, regulations, codes, licences, permits, orders, directors, guidelines, decisions rendered by any Authority relating to the protection of the environment, natural resources, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance.
- (l) "**H.S.T.**" has the meaning ascribed to it in Section 3.1 of this Agreement.
- (m) "**Hazardous Substance**" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (n) "**Information Package**" means any package provided by OILC to the Purchaser containing copies of the Property Documents and other information relating to the Property.
- (o) "**Inspection Period**" means that period of time which is thirty (30) days following the later of the Date of Acceptance or the date the Vendor notifies the Purchaser that the approval of the Lieutenant Governor in Council has been obtained as provided for in Section 6.2(a) of this Agreement.
- (p) "**Lands**" means the land(s) described in Schedule "A" to this Agreement.
- (q) "**Land Use Regulations**" means any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
- (r) "**Municipality**" means the municipality (or municipalities) where the Property is located.
- (s) "**OILC**" means Ontario Infrastructure and Lands Corporation.
- (t) "**Open Data**" means data that is required to be released to the public pursuant to the Open Data Directive;
- (u) "**Open Data Directive**" means the Management Board of Cabinet's Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (v) "**Owner**" means Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services.
- (w) "**Permitted Encumbrances**" means the statutory right applicable to corridor land pursuant to section 114.5 of the Electricity Act, the pre-existing rights or interests in the corridor land pursuant to section 114.4 of the Electricity Act, the rights of Hydro One Telecom Inc. pursuant to a Transfer and Grant of Easement Agreement dated April 1, 1999 and the encumbrances listed in Schedule "B" to this Agreement.
- (x) "**Property**" means collectively the Lands and the Property Documents but excludes Buildings and any other improvements on the Lands.
- (y) "**Property Documents**" means documents in OILC's current possession, to the best of its knowledge, related to the Property and may include:
 - (i) Plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Lands and related materials;

- (ii) Executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (iii) Copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;
 - (iv) Copies of building inspection reports, environmental reports, heritage reports and archaeological reports; and
 - (v) Any plan of survey of the boundaries of the Lands.
- (z) **“Purchase Price”** means the total amount as set out in Section 2.1 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of H.S.T. and subject to the adjustments specified in this Agreement.
- (aa) **“Vendor”** means the Owner and/or OILC.
- 1.2 All references to a statute or regulation includes all amendments, re-enactments or replacements of the statute or regulation.

ARTICLE 2
PAYMENT OF PURCHASE PRICE

- 2.1 Under this Agreement, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor the Property for the Purchase Price of **Three Thousand Seven Hundred and Twelve (\$3,712.00)** Canadian Dollars, payable by the Purchaser to the Vendor, by cheque or bank draft.

ARTICLE 3
HARMONIZED SALES TAX

- 3.1 The Purchase Price of the Property does not include the Harmonized Sales Tax (“H.S.T.”) payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act* (“ETA”). Subject to Section 3.2 below, the Purchaser agrees to pay to the Vendor, on the Date of Closing, as a condition of closing of this transaction by certified cheque or bank draft, all H.S.T. payable as a result of this transaction in accordance with the certified ETA.
- 3.2 Notwithstanding Section 3.1 above, the Vendor shall not collect H.S.T. from the Purchaser in this transaction if the Purchaser is registered under the ETA and in that event, the Purchaser shall file returns and remit such H.S.T. to the Receiver General for Canada when and to the extent required by the ETA. The Purchaser shall provide to the Vendor, prior to the Date of Closing, a statutory declaration confirming that the Purchaser is registered under the ETA for the purposes of collecting and remitting H.S.T., and confirming its H.S.T. registration number under the ETA, together with an indemnity in favour of the Vendor for any costs or expenses payable by the Vendor as a result of the Vendor’s failure to collect H.S.T. from the Purchaser on the Date of Closing, such statutory declaration and indemnity to be in a form satisfactory to the Vendor’s solicitor, acting reasonably.
- 3.3 The Purchaser’s obligations under this Article 3 shall survive closing.

ARTICLE 4
LAND TRANSFER TAX AND FEES

- 4.1 The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Lands.

ARTICLE 5
PURCHASER’S CONDITION, INSPECTION PERIOD, "AS IS WHERE IS"
CONDITION AND INDEMNITY

- 5.1 The Purchaser shall accept, assume and take title to the Property in an "As Is Where Is" condition. The term "As Is Where Is" means in its condition or state on the date of this Agreement without any agreement, representation, covenant, or warranty of any kind, either express or implied on the part of the Vendor, as to the state of title, description, physical condition, the condition of the soil, the subsoil, the ground and surface water or

any other environmental matters, the condition of the Lands or any other matter respecting the Property whatsoever, including without limitation, compliance with all laws including but not limited to Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning. Without limiting the foregoing, it is understood that the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to the closing of this transaction, any applications to the Municipality or any Authority for changes or variances to the uses currently permitted on the Property including, without limitation, changes or variances to official plans and/or zoning by-laws applicable to the Property.

- 5.2 During the Inspection Period, the Purchaser shall conduct whatever investigations, tests and inquiries it deems advisable with respect to the Property and its proposed use thereof including, without limitation, the condition and state of repair of any other matters of interest to the Purchaser with respect to the Property and shall satisfy itself with the result of all such investigations, tests and inquiries. If the Purchaser is not satisfied with any such matters, it shall have the right to terminate this Agreement by written notice at any time within the Inspection Period in which event the Deposit shall be returned to the Purchaser without deduction.
- 5.3 The Vendor grants to the Purchaser the right to enter upon the Property during the Inspection Period at its own risk and to conduct such investigations, tests and inquiries at its own expense as the Purchaser deems necessary in this regard, provided the Purchaser takes all reasonable care in the conduct of such investigations, tests and inquiries. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor and Hydro One Networks Inc. from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from its/their and/or its/their agents' or consultants' presence on the Property or its/their and/or its/their agents' or consultants' activities on or in connection with the Property.
- 5.4 In the event that the Vendor has provided the Purchaser with any report regarding the condition of the Property, it is agreed that the Vendor makes no representations or warranties with respect to the completeness or accuracy of such report(s) and shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any omission or inaccuracy contained therein. The Purchaser covenants and agrees that any and all reports provided by the Vendor or obtained by the Purchaser and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the report(s) or any of the information contained therein to any other individual, or corporation or to any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Property by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such report(s) or information in the absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will return to the Vendor all reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all environmental or other reports the Purchaser commissions or obtains during the course of its investigations.
- 5.5 In the event of this Agreement not being terminated as herein provided, the Purchaser shall be conclusively deemed to have waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made within the Inspection Period, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.6 The Purchaser shall be responsible for and hereby indemnifies and saves harmless the Vendor and its employees, directors, officers, appointees and agents from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs, that may arise

as a result of (a) the condition of the Property, (b) any order issued by any Authority in connection with the condition of the Property, or (c) any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant or (d) any order, award, direction, payment, cost or other expense loss or liability constituting incremental costs as such term is used in Part IX.1 of the Electricity Act and (e) the Purchaser's failure to comply with any obligations of the owner of the Property as contained in the Permitted Encumbrances.

- 5.7 This Article 5 shall not merge but shall survive the Date of Closing and shall be a continuing obligation of the Purchaser.

ARTICLE 6
VENDOR'S CONDITIONS

- 6.1 (a) This Agreement is subject to the conditions set forth in Sections 6.2, 6.3, 6.4 and 6.5 hereof which have been inserted for the sole benefit of the Vendor and may be waived by the Vendor in its sole discretion, or by its solicitors on its behalf. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Date of Closing.
- (b) If a condition is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Vendor nor the Purchaser shall be liable to the other for any loss, costs or damages, and the Deposit shall be returned to the Purchaser without deduction.
- 6.2 (a) It is a condition of this Agreement that the Vendor shall have obtained the approval of the Lieutenant Governor-in-Council pursuant to subsection 9(4) of the *Ministry of Infrastructure Act*, for the sale of the Property to the Purchaser, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld and the Vendor shall notify the Purchaser if and when such approval is obtained.
- (b) The Purchaser agrees that should the Vendor be unable to satisfy this condition within nine (9) months following the Date of Acceptance, subject to any agreement between the parties, this Agreement shall automatically be terminated and the Deposit shall be returned to the Purchaser without deduction.
- 6.3 The Vendor shall undertake or has undertaken such actions and measures as it deems necessary to comply with the requirements of the *Environmental Assessment Act*, and the Class EA in each such case as they apply to the Property and the transaction contemplated by this Agreement (collectively, the "Environmental Requirements").
- 6.4 Notwithstanding any other provision of this Agreement, the closing of such transaction is subject to continuing compliance to the Date of Closing with all such Environmental Requirements and in the event that prior to the Date of Closing:
- (a) any Authority makes or issues any order or directive pursuant to the Environmental Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Environmental Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*); or
- (b) the Vendor receives any notice or communication from any such governmental or public authority that it is considering whether to make or issue any such order or directive; or
- (c) a written request has been made to the Minister of the Environment, Conservation and Parks of which the Vendor has notice, that other or different measures be taken to comply with the Environmental Requirements;

then the Vendor may, at its option and in its sole discretion, extend the Date of Closing for up to an additional thirty (30) days by notice in writing to the Purchaser during which time the Vendor shall:

- (a) determine if the request in Section 6.4(c) above has been satisfied or has been refused;
- (b) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event it may extend the Date of Closing up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate); or
- (c) terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force or effect and the Deposit shall be returned to the Purchaser without deduction, and neither party shall be further liable to the other pursuant to this Agreement.

6.5 If at any time prior to the Date of Closing the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Date of Closing up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:

- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest; or
- (b) have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchasers obligations pursuant to Section 5(3) of this Agreement.

ARTICLE 7 RISK

7.1 Until the closing of this Agreement on the Date of Closing, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Article 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Date of Closing, the Vendor may elect

- (a) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into in which event the Purchaser will complete the transaction without an abatement in the Purchase Price; or
- (b) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arms length in which event the Purchaser will complete the transaction and accept a price reduction equal to such cost, or
- (c) to terminate this Agreement in which case the Deposit shall be immediately returned to the Purchaser, without deduction, and neither party shall have any further rights or obligations hereunder.

ARTICLE 8
VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 8.1 The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of section 116 of the *Income Tax Act* (Canada).
- 8.2 The Information Package, if any, provided by the Vendor or its agents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of any of the information it has provided to the Purchaser.

ARTICLE 9
PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 9.1 The Purchaser warrants and represents to the Vendor and hereby declares that the Purchaser does not have a conflict of interest with the Owner or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule "C" at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Date of Closing.
- 9.2 The Vendor shall deliver and the Purchaser shall accept vacant possession of the Property on the Date of Closing in an As Is Where Is condition, subject to the Permitted Encumbrances.
- 9.3 As of the Date of Closing, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 9.4 Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of and assume the obligations of the Owner under the terms of the Permitted Encumbrances as they relate to the Property, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall assume and be bound by any contractual or other obligations which the Vendor, or any prior owner, may have entered into concerning the Property prior to the Date of Closing.
- 9.5 On the Date of Closing, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Article 9.

ARTICLE 10
PLANNING ACT

- 10.1 This Agreement is subject to compliance with the subdivision control provisions of the *Planning Act*, a Consent for which shall be obtained by the Purchaser at its sole expense.
- 10.2 The Purchaser acknowledges that although the Vendor is entitled to rely on the Provincial Crown exemption in section 50(3) (c) of the *Planning Act* from the requirement to obtain a Consent, the Vendor will not exercise its right to use such exemption unless requested to do so by the local municipal corporation in the absence of which the Vendor will be required to proceed by way of obtaining a Consent pursuant to the *Planning Act* from the relevant Municipality. If necessary, the Vendor shall proceed with diligence to obtain such Consent at the sole cost and expense of the Purchaser, which cost shall include all application fees, legal fees and disbursements, and all costs and expenses in connection with satisfying and/or complying with any conditions imposed as a condition of Consent (the "Conditions"). If so requested by the Vendor, the Purchaser shall co-operate with the Vendor in the application for Consent by revealing its proposed plans for the Property, attending at any hearings and making submissions and/or executing any documents required as a condition of obtaining such Consent.

- 10.3 Notwithstanding the foregoing, if, after preliminary discussions with the Planning and Building Department of the relevant Municipality, the Vendor is of the opinion it will not be requested to use its Provincial Crown exemption or that the Consent would not be granted, the Vendor shall be entitled to terminate this Agreement and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.4 If approval by the appropriate body is not given or, if approval is given but Conditions are attached which the Vendor in its absolute discretion is not prepared to satisfy, or if approval is given, but is appealed and the Vendor is not prepared to defend such appeal, then the Vendor may, by notice in writing to the Purchaser, terminate this Agreement, and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.5 In the absence of delivery of notice of termination by the Vendor as described in Sections 10.3 or 10.4, this Agreement shall be completed on the later of:
- (a) the Date of Closing;
 - (b) five (5) days after notice is given by the Vendor to the Purchaser that the Consent is final and binding, if no Conditions have been imposed and is not subject to further appeal; or
 - (c) five (5) days after notice is given by the Vendor to the Purchaser that the Conditions have been satisfied, if Conditions have been imposed, and is not subject to further appeal.
- 10.6 Notwithstanding the foregoing, this Agreement may be terminated by the Vendor if the Consent is not final and binding, or if any Conditions which have been imposed have not been satisfied, within one hundred and eighty (180) days after the Date of Acceptance (the "Initial Period"). If the Consent is not final and binding, or if any Conditions imposed have not been satisfied, by such date, the Vendor may, at any time up to ten (10) days following the expiration of the Initial Period, or each extended time period, as the case may be, extend the time on one or more occasions to obtain the Consent in final and binding form, or to satisfy any Conditions imposed, as the case may be, for further periods of time chosen by the Vendor, provided that the total number of days of extension do not exceed three hundred and sixty-five (365) days after the Date of Acceptance (the "Extended Period") upon notice to the Purchaser. If the Consent is not final and binding, or if all Conditions have not been satisfied by the expiration of the Extended Period, this Agreement shall automatically be terminated and the Deposit shall be returned to the Purchaser without deduction and neither party shall have any further obligation to the other respecting this Agreement.
- 10.7 The parties acknowledge that the Vendor shall not be obligated to appeal any refusal to grant the Consent to the severance, or any Conditions imposed, by the Committee of Adjustment or Land Division Committee, or to defend any appeal to the Ontario Municipal Board of an approval but may, in its sole and unfettered discretion, be entitled to do so.
- 10.8 Request to exercise its Provincial Crown exemption pursuant to section 10.2 shall be in the form of:
- (a) a letter from the Municipality's Planning and Building Department requesting the Vendor to exercise its Provincial Crown exemption set out in subsection 50(3)(c) of the *Planning Act*; or
 - (b) a resolution of the Council of the Municipality requesting that the Vendor exercise its Provincial Crown exemption set out in subsection 50(3)(c) of the *Planning Act*.

ARTICLE 11
REFERENCE PLAN

- 11.1 The Purchaser shall prepare and deposit, at its own expense, in the appropriate Land Registry Office, a reference plan of survey of the Lands, if required. The Vendor shall provide the Purchaser with a copy of the deposited reference plan for this transaction on or before the Date of Closing.

ARTICLE 12
TITLE

- 12.1 The Purchaser shall have the Inspection Period to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are, to the best of the Vendor's knowledge, in the possession of the Vendor.
- 12.2 On the Date of Closing, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:
- (a) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands;
 - (b) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey;
 - (c) the Land Use Regulations;
 - (d) all other Permitted Encumbrances.
- 12.3 The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.
- 12.4 If, during the Inspection Period, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall be returned to the Purchaser without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

ARTICLE 13
NO ASSIGNMENT

- 13.1 The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto.

ARTICLE 14
PREPARATION OF TRANSFER/DEED DOCUMENTS AND LEGAL FEES

- 14.1 The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("Land Transfer Tax Affidavit"), which will be prepared by the Purchaser. The Purchaser shall pay its own legal costs, registration costs, and all land transfer tax payable.
- 14.2 All reasonable legal costs incurred by the Vendor, inclusive of disbursements as they pertain to this Agreement and the completion of the transaction of purchase and sale, shall be paid by the Purchaser. Such costs shall be treated as an adjustment to the Purchase Price in accordance with this Agreement.

ARTICLE 15
TENDER

- 15.1 Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by certified cheque or bank draft.

ARTICLE 16
ADJUSTMENTS

- 16.1 Adjustments between the Vendor and the Purchaser shall be made on the Date of Closing for taxes, local improvement rates, utility costs, rents, legal costs and disbursements, any other costs or expenses payable by the Purchaser hereunder, and other matters or items which are ordinarily the subject of adjustment. Such adjustments shall be made on the basis that the Date of Closing shall be for the Vendor's account.
- 16.2 Any adjustments that cannot be determined on the Date of Closing shall be determined by the parties as soon after the Date of Closing as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. Upon closing, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.

ARTICLE 17
ELECTRONIC REGISTRATION

- 17.1 Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and the *Electronic Registration Act* (Ontario) and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other closing deliverables provided for herein and the release thereof to the Vendor and Purchaser will:
- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the closing of this transaction); and
 - (b) be subject to conditions whereby the lawyer(s) receiving any of the closing deliverables will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada.

ARTICLE 18
CLOSING DELIVERABLES

- 18.1 The Vendor shall deliver to the Purchaser on or before the Date of Closing, each of the following:
- (a) possession of the Property, in an As Is Where Is condition, subject to the Permitted Encumbrances;
 - (b) an executed Transfer/Deed of Land in registerable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit) or if applicable, such documents as are required to convey title in the electronic registration system;
 - (c) an undertaking to re-adjust the statement of adjustments upon written demand, if necessary;
 - (d) a direction regarding the payment of funds, if necessary;
 - (e) statement of adjustments; and
 - (f) such other deeds, conveyances or other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

- 18.2 The Purchaser shall deliver to the Vendor on or before the Date of Closing:
- (a) payment of the balance of the Purchase Price subject to adjustments;
 - (b) if applicable, such documents as are required to convey title in the electronic registration system;
 - (c) a direction as to title, if necessary;
 - (d) an undertaking to re-adjust the statement of adjustments upon written demand, if necessary;
 - (e) H.S.T. Declaration and Indemnity;
 - (f) Statutory Declaration referred to in Schedule "C";
 - (g) an Assignment, Assumption and Indemnity pursuant to Section 9.5 in the form prepared by the Vendor's solicitor;
 - (h) Document Registration Agreement as set out in Schedule "D";
 - (i) Acknowledgement and Direction as set out in Schedule "E"; and
 - (j) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

ARTICLE 19
NOTICE

- 19.1 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine addressed to the Purchaser at:

The Corporation of the City of London
Realty Services
300 Dufferin Avenue
London, Ontario
N6A 4L9

Attention: Director, Realty Services

Telephone: 519-661-2489 x 5445
Facsimile: 519-661-5087

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West, Suite 2000
Toronto, Ontario,
M5G 1Z3

Attention: Director, Hydro Land Transactions

Telephone: (437) 537-5511
Facsimile: (416) 327-3942

With a copy to:

Attention: Director, Legal Services (Real Estate)
1 Dundas Street West
Suite 2000
Toronto, Ontario
M5G 1Z3

Facsimile: 416-327-3376

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

ARTICLE 20
GENERAL

- 20.1 Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard.
- 20.2 This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement (collectively, the "Obligations") shall not merge on the closing of this transaction, but shall survive closing and remain in full force and effect and binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 20.3 Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 20.4 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property.
- 20.5 This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 20.6 The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions of this Agreement. The Purchaser acknowledge that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 20.7 The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all material and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, employees, agents, sub-contractors, volunteers and financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

ARTICLE 21
IRREVOCABLE PERIOD

- 21.1 Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for forty-five (45) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said forty-five (45) day period, subject to an extension for a further period up to forty-five (45) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance,

constitutes a binding contract of purchase and sale. This offer may be made and accepted by electronic or facsimile transmission and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart of this Agreement within seven (7) days of the facsimile or electronic transmission, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

ARTICLE 22
PUBLIC INFRASTRUCTURE PURPOSE OF TRANSFER

- 22.1 (i) The Purchaser acknowledges and agrees that it requires the Lands solely for public infrastructure purposes and that it requested the Vendor to enter into the Agreement for the purpose of enabling it to construct such public infrastructure.
- (ii) The Purchaser further acknowledges and agrees that the Vendor has agreed to transfer the Lands to it and has entered into the Agreement in reliance on the Purchaser's acknowledgement and agreement herein that it will use the Lands solely for public infrastructure purposes.
- (iii) The Purchaser agrees that it shall not use the Lands for any purpose other than public infrastructure purposes. If the Purchaser uses the lands for a purpose other than public infrastructure purposes, the Purchaser shall re-convey the Lands to the Vendor within thirty (30) days of having received notice from the Vendor demanding such re-conveyance, and the Vendor shall pay to the Purchaser on the Date of closing of the re-conveyance the amount of the Purchase Price provided for in ARTICLE 2 herein and no other amount whatsoever.
- 22.2 For the purposes of section 22.1, the use by the Purchaser of the Lands for purposes other than public infrastructure purposes shall be deemed to include any one or more of the following circumstances:
- (i) if the Purchaser uses the Land for a purpose other than public infrastructure;
- (ii) if the Purchaser does not complete the construction of the planned public infrastructure within five (5) years following the Date of closing of the Vendor's conveyance of the Lands to it under the Agreement;
- (iii) if the Purchaser offers all or part of the Lands for sale, whether by way of an offer to the public or to a class of one or more purchasers and whether for nominal consideration or more, without having received the prior written consent of the Vendor, which consent may be arbitrarily withheld;
- (iv) if the Purchaser enters into an agreement of purchase and sale respecting all or part of the Lands, without having received the prior written consent of the Vendor, which consent may be arbitrarily withheld.
- 22.3 The Vendor may register or cause to be registered against the Lands one or more documents enabling it to enforce this ARTICLE 22, including without limitation, notice of the provisions of this ARTICLE 22 and a Caution, or restrictions, conditions or covenants under the *Land Titles Act*.

OFFERED BY the Purchaser this _____ day of _____, 20__.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

ACCEPTED BY the Vendor this _____ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES as represented by ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

Per: _____
Name:
Title: Authorized Signing Officer

Schedule "A"

LEGAL DESCRIPTION OF LANDS

**Part of Lot 37, Concession 2, Geographic Township of Westminster,
in the City of London, Middlesex County,
Designated as Parts 5 & 6 on Plan 33R-20757
being Part of PIN 08209-0179 (LT)**

Schedule "B"

ADDITIONAL PERMITTED ENCUMBRANCES

General Encumbrances:

- (a) the Lease, if any.
- (b) the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Date of Closing and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
- (c) Liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
- (d) easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or user, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, sub-licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
- (e) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use or marketability of the Property for the purpose for which it is presently held;
- (f) cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
- (g) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
- (h) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
- (i) the provisions of all applicable law including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
- (j) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the use or marketability of the Property;
- (k) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a Tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work.

Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement and any existing lease or licence granted, including but not limited to:

None.

Schedule "C"

STATUTORY DECLARATION

Canada) IN THE MATTER OF THE TITLE TO:
Province of Ontario)
))
)) AND IN THE MATTER OF A SALE
)) THEREOF from HER MAJESTY THE
)) QUEEN, IN RIGHT OF ONTARIO, AS
)) REPRESENTED BY THE MINISTER
)) OF GOVERNMENT AND CONSUMER
)) SERVICES AS REPRESENTED BY THE
)) ONTARIO INFRASTRUCTURE AND
)) LANDS CORPORATION
)) (the "Vendor")
TO WIT) to: []
)) (the "Purchaser")

I, [] of the [], in the Province of Ontario,

DO SOLEMNLY DECLARE that:

1. I am the [] {title} of [] {name of Purchaser}, the Purchaser in the above-captioned transaction and as such have knowledge of the matters hereinafter declared.
2. To the best of my knowledge and belief [] {name of Purchaser} and Ontario Infrastructure and Lands Corporation are arms lengths parties and [] {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
3. To the best of my knowledge and belief [] {name of Purchaser} and Her Majesty The Queen in Right of Ontario as represented by The Minister of Government and Consumer Services are arms lengths parties and [] {name of Purchaser} has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms lengths parties.
4. To the best of my knowledge and belief, there are no outstanding legal disputes or actions between the Vendor and Purchaser.
5. To the best of my knowledge and belief, [] {name of Purchaser} is not in conflict with Ontario Infrastructure and Lands Corporation (or any of its employees) to the above transaction.
6. To the best of my knowledge and belief, [] {name of Purchaser} is not in conflict with Her Majesty The Queen In Right of Ontario as Represented By The Minister of Government and Consumer Services (or any of its employees) to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)
Declarant, before me at the _____ of)
_____, this)
day of _____, 20____.) _____

A Commissioner, etc.)

Schedule "D"

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

(hereinafter referred to as the "Purchaser's Solicitor")

AND:

(hereinafter referred to as the "Vendor's Solicitor")

RE: _____ (the "Purchaser") purchase from _____ (the "Vendor") of
_____ (the "Property") pursuant to an agreement of purchase and sale
dated _____, as amended from time to time (the "Purchase Agreement"),
scheduled to be completed on _____ (the "Closing Date")

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and
sufficiency of which is hereby expressly acknowledged), the parties hereto hereby
undertake and agree as follows:

Holding Deliveries
In Escrow

1. The Vendor's Solicitor and the Purchaser's Solicitor shall hold all funds and closing
documentation exchanged between them (the "Requisite Deliveries") in escrow, and shall not release
or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor's
Solicitor and the Purchaser's Solicitor have been authorized by their respective clients to enter into this
agreement.

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following
their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to
same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser's Solicitor shall be responsible for the registration of the Electronic
Documents (as hereinafter defined) unless the box set out below indicating that the Vendor's Solicitor
will be responsible for such registration has been checked. For the purposes of this Agreement, the
solicitor responsible for such registration shall be referred to as the "Registering Solicitor" and the
other solicitor shall be referred to as the "Non-Registering Solicitor":

Vendor's Solicitor will be registering the Electronic Documents []

Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the receipt from the Registering Solicitor of notice of the registration particulars of the Electronic Documents; or
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows [_____ a.m./p.m. on the Closing Date] (the "Release Deadline"), and provided that notice under paragraph 6 below has not been received.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

Responsibility of
Registering
Solicitor

5. The Registering Solicitor shall, subject to paragraph 6 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non-Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties), whereupon the Non-Registering Solicitor and the Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning
Deliveries where
Non-registration

6. Any of the parties hereto may, prior to the Release Deadline, notify the other party that he/she does not wish to proceed with the registration¹ of the Electronic Documents, and provided that such notice is received by the Registering Solicitor before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts
& Gender

7. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.

Purchase
Agreement
Prevails if
Conflict or
Inconsistency

8. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Telefaxing
Deliveries
& Providing
Originals if
Requested

9. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

¹ For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

Dated this _____ day of _____, 20____.

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

Name of Person Signing

Name of Person Signing

(Signature)

(Signature)

Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 28, 2001.

Schedule "E"

ACKNOWLEDGEMENT AND DIRECTION

TO:

RE: _____

(Insert brief description of transaction)

This will confirm that:

- The undersigned (has) have reviewed the information set out in the draft document(s) attached, and that this information is accurate;
- You are authorized and directed to register or cause to be registered electronically on behalf of the undersigned the following document(s):
 - 1.
 - 2.
 - 3.
 as well as any other document(s) required to complete the transaction described above;
- You are authorized to amend the above-described documents as required in order to complete the transaction in accordance with its terms or as the undersigned may instruct from time to time;
- You are authorized and directed to enter into a Document Registration Agreement substantially in the form attached hereto as Schedule "A" and the undersigned acknowledge(s) that the undersigned shall be bound by the terms of that Agreement;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to the undersigned and the undersigned understand(s) that the undersigned (is a party) are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if the undersigned had personally signed these documents; and
- The undersigned (is) are in fact (the party) parties named in the electronic documents described in this Acknowledgement and Direction and the undersigned (has) have not misrepresented the identity of (any of) the undersigned to you.

[Family Law Act statement where required]

The undersigned acknowledges and agrees that in effecting the electronic registrations hereby authorized, you will be relying on the accuracy and authority of the foregoing statements.

Dated at Toronto, this _____ day of _____, 20____.

 Witness: (as to all signatures, if applicable) ◇

 ◇

[OR]

◇ [Company Name]

Per: _____
 Name: ◇
 Title: ◇

Per: _____
 Name: ◇
 Title: ◇

LICENCE OF LAND FOR TEMPORARY USE AND ACCESS

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by THE MINISTER OF GOVERNMENT AND
CONSUMER SERVICES**

(hereinafter called the "Licensor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Licensee")

RECITALS:

- A. The Licensor (previously the Minister of Economic Development, Employment and Infrastructure or the Minister of Infrastructure) is the owner in fee simple of certain lands located in the City of London, in the County of Middlesex, described as Part of Lot 37, Concession 2, Geographic Township of Westminster, more particularly described as Part 7 of Plan 33R-20757 and shown hatched on the drawings attached hereto as Schedules "A-1" to "A-3" (hereinafter referred to as the "Lands").
- B. The Licensee acknowledges that the fee simple interest in the Lands was transferred to Her Majesty the Queen in right of Ontario pursuant to section 114.2(1) of the *Electricity Act* (the "Act") as amended and that pursuant to section 114.5(1) of the Act, Hydro One Networks Inc. has the right to use the Lands to operate a Transmission System or Distribution System.
- C. Her Majesty the Queen in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation ("OILC") has the authority to execute this Licence on behalf of Her Majesty the Queen in right of Ontario, and Her Majesty the Queen in right of Ontario and OILC are and shall be bound by all the Licensor's covenants, representations and warranties as provided herein.
- D. The Licensee has offered to purchase for consideration a licence to use the Lands for the purpose of Access and Grading (hereinafter referred to as the "Use") and the Licensor is agreeable to the Licensee using the Lands in order to complete the said Use on the covenants, terms and conditions contained herein.

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensor and Licensee hereto agree as follows:

Definitions

1. As used in this Licence, the following terms shall have the following meanings:
 - (a) "**Authority**" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.

- (b) **“Business Day”** means any day on which the Government of Ontario normally conducts business.
- (c) **“Distribution System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Distribution System located on the Lands.
- (d) **“Environmental Contaminant”** means (i) any substance which, when it exists in a building or the water supplied to or in a building, or when it is released into a building or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to a building or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including stachybotrys chartarum and other moulds), mercury and its compounds, dioxans and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authority, or (iii) both (i) and (ii).
- (e) **“Environmental Laws”** - means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act (Ontario)*, the *Environmental Assessment Act (Ontario)*, the *Ontario Water Resources Act (Ontario)*, the *Occupational Health and Safety Act, (Ontario)*, the *Safe Drinking Water Act (Ontario)* and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.
- (f) **“Licensee”** includes the successors and permitted assigns of the Licensee.
- (g) **“Licensor”** includes Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.
- (h) **“Open Data”** means data that is required to be released to the public pursuant to the Open Data Directive.
- (i) **“Open Data Directive”** means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.
- (j) **“Permittee”** means any existing or contemplated tenant, subtenant, dominant owner of an easement, invitee, licensee, permittee, mortgagee, grantee, security holder or other person including any competent authority.
- (k) **“Transmission System”** shall have the same meaning as defined in the Act and for the purpose of this Licence includes any part of a Transmission System located on the Lands.

All references to a statute or regulation includes all amendments, re-enactments or replacements of the statute or regulation.

Grant of Licence, Term, Fee

2. The Licensor hereby grants permission to the Licensee to use the Lands on a non-exclusive basis for the purpose of the Use only, for a term of **One (1) year** (the “Term”) with a starting date of the **1st day of May, 2022** (the “Starting Date”) and a completion date of the **30th day of April, 2023** (the “Completion Date”) and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by.

3. For the permission granted herein, the Licensee shall pay to the Licensor a Licence Fee in the sum of One Thousand Two Hundred and Fifty dollars (\$1,250.00), plus all applicable taxes, payable to Ontario Infrastructure and Lands Corporation on or before the Starting Date.
4. The Licensee shall provide to the Licensor on or before the Starting Date a certified cheque in the amount of zero dollars (\$ 0.00) payable to Hydro One Networks Inc., to be held by the Licensor as security for the Licensee's obligations under this Licence (the "Security Bond").
5. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

Use of Lands

6. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensor's jurisdiction and control.
7. (a) The Licence is subject to the primary right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Act to the subsurface easement in favour of Hydro One Telecom Inc. and to all leases, subleases, easements, licences, permits, rights of use or occupation, secondary uses or other rights now existing or hereafter renewed or extended or entered into by the Licensor or Hydro One Networks Inc., and despite anything to the contrary, it is agreed that the Licensor and Hydro One Networks Inc. hereby reserve the unrestricted right in their sole discretion without any claim or compensation to the Licensee, to renew, extend, issue or grant such rights aforesaid on terms and conditions entirely satisfactory to the Licensor or Hydro One Networks Inc.
- (b) For the sake of clarity, and in no way limiting anything in section 7(a), the Licensee explicitly acknowledges and agrees that Hydro One Networks Inc. has first priority to use the Lands for the purposes of transmission and/or distribution and that this Licence is subordinate to that prior and primary right of Hydro One Networks Inc.
8. The Licensee acknowledges that no representations or warranties have been made by the Licensor, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and without any representation, warranty, covenant, or condition as to title, description, fitness for purpose, or use, zoning, physical condition, environmental condition, soil condition, quantity, or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof. The Licensee acknowledges and agrees that the Licensor shall not be required to undertake any work whatsoever with respect to the Lands.

Licensee's Covenants

9. The Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence or intended so to be, give to the Licensor forty-eight (48) hours prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licensor and/or Hydro One Networks Inc. may have its/their representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.
10. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.
11. The Licensee shall make arrangements for access to the Lands with the Licensor at least seventy-two (72) hours prior to the commencement of the work authorized by this Licence.

12. The Licensor shall provide the Licensee with a defined access and crossing with respect to the Lands and the Licensee agrees only to use such defined access and crossing point.
13. Prior to the Licensee's first entry onto the Lands, the Licensee shall install temporary fences around the area of its use of or access to the Lands and such fences shall be maintained in place for the duration of this Licence in accordance with the specifications, if any, of the Licensor and Hydro One Networks Inc.
14. The Licensee agrees that while the gates if any to the Lands are open, any access to the Lands will be the Licensee's responsibility, and the Licensee further agrees that these gates must be kept closed when the Licensee is not using the Lands.
15. The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor.
16.
 - (a) The Licensee shall use its continuing efforts to ensure that it shall not, except as expressly permitted by this License: (i) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity; and (ii) do or bring anything or permit anything to be done or brought on or about the Lands which the Licensor may reasonably deem to be hazardous or a nuisance to any other Licensee on the Lands, if applicable, or any other persons permitted to be on the Lands.
 - (b) The Licensee shall not store, bring in or permit the presence of any Environmental Contaminant in or on the Lands except if such is required for the Licensee's use of the Lands as permitted by this License, and then only if the Licensee is in strict compliance with all laws and requirements of all relevant Authorities, including, without limitation, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws.
 - (c) The Licensee shall use its continuing efforts to ensure that it shall not cause the mobilization or migration of any existing contaminants, and if it does, the Licensee shall immediately clean up and remove same, at its sole cost and expense.
 - (d) If the Licensee shall bring or create upon the Lands, any Environmental Contaminant contrary to the terms of this Agreement, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same, at its sole cost and expense as soon as directed to do so by any Authority, or if required to effect compliance with any Environmental Laws, or if required by the Licensor and/or Hydro One Networks Inc. If any such Environmental Contaminant is not removed forthwith by the Licensee, the Licensor shall be entitled, but not required, to remove the same on the Licensee's behalf, and the Licensee shall reimburse the Licensor for the cost and expense thereof.
 - (e) In addition to and without restricting any other obligations or covenants herein, the Licensee covenants that it will:
 - (i) comply in all respects with all Environmental Laws relating to the Lands or the use thereof;
 - (ii) promptly notify the Licensor in writing of any notice by any Authority alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the Lands, or relating to any person on or about the Lands for whom the Licensee is in law responsible, or any notice from any other party concerning any release or alleged release of any Environmental Contaminant from the Lands;
 - (iii) promptly notify the Licensor of the existence of any Environmental Contaminant on the Lands to the extent released, deposited, placed or used upon the Lands by the Licensee or any person for whom the Licensee is responsible in law; and

- (iv) provide the Licensor and Hydro One Networks Inc. with copies of all environmental studies and reports that it possesses or enters into respecting the Lands.
17. In addition to and without restricting any other obligations or covenants contained herein, the Licensee shall indemnify and hold the Licensor and Hydro One Networks Inc. harmless at all times from and against any and all losses, damages, penalties, fines, costs, fees and expenses (including legal fees on a solicitor and client basis and consultants' fees and expenses) resulting from:
 - (a) any breach of or non-compliance with the foregoing environmental covenants of the Licensee; and
 - (b) any legal or administrative action commenced by, or claim made or notice from, any third party, including, without limitation, any Authority, to or against the Licensor and/or Hydro One Networks Inc., arising from the introduction of Environmental Contaminants onto, or the release of Environmental Contaminants from, the Lands by the Licensee or those for whom it is responsible in law, including any and all costs associated with air quality issues.
 18. The Licensee shall not in any way use or trespass on any lands adjoining the Lands.
 19. The Licensee shall not pile snow on the Lands or any of the lands adjoining the Lands which would result in piles exceeding two metres (6.5 ft.) in height or being closer than eight metres (26.2 ft.) from any of Hydro One Networks Inc.'s Transmission System or Distribution System. In the event of the Licensee acting in breach of this condition, the Licensor may remove any such pile, and the Licensee shall pay to the Licensor forthwith upon demand all costs of the Licensor for the removal of any such pile of snow.
 20. The Licensee is responsible for obtaining all underground locates on the Lands.
 21. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
 22. The Licensee agrees that:
 - (a) all construction and other work carried out by the Licensee under this Licence Agreement, shall be carried out in a safe manner;
 - (b) there shall be no dumping of any materials on the Lands and no raising of dump boxes or loader buckets under the live overhead conductors;
 - (c) there shall be no loading or storage of material under the live overhead conductors. Loading or temporary storage of material is permitted elsewhere on the Lands, but the exact location of this activity must first be clearly identified and approved by the Licensor or Hydro One Networks Inc.;
 - (d) any access must be identified and approved by the Licensor or Hydro One Networks Inc. and fenced with temporary snow fences, for the duration of this Licence, in order to keep equipment away from any structures, or live overhead apparatus;
 - (e) the Licensor may require the Licensee to post danger warning signs at designated locations of the Lands; and
 - (f) the Use shall not, in the Licensor's sole discretion, in any way reflect improperly on the Licensor or the Government of Ontario.
 - (g) A distance of five (5) metres shall be maintained from all guy wires and structures. The Licensee, prior to access, shall ensure that all guy wires are properly flagged.
 23. In the event the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations,

the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor or Hydro One Networks Inc.

24. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, or to the Transmission System or Distribution System of Hydro One Networks Inc. now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time, and without limiting the generality of the foregoing, the Licensee shall ensure that the height of any vehicle, load or other object, including attachments, or people standing thereon near Hydro One Networks Inc.'s Transmission System or Distribution System does not exceed 4.115 m (13.5 ft.) above the existing grade.
25. The Licensee shall remove all of its materials, equipment, installations and all debris, trash and other waste from the Lands and to restore the Lands to its original condition, and to the satisfaction of the Licensor prior to the Completion Date. The Licensee shall contact the Licensor upon completion of the restoration of the Lands to provide the Licensor the opportunity to ensure that the conditions of the Lands are restored to the Licensor's satisfaction.
26. The Licensee agrees that in the event the Lands have not been restored by the Completion Date, the Security Bond will be forfeited to the Licensor, who shall be entitled to restore the Lands to the Licensor's satisfaction. If the cost of repairing or restoring the Lands exceeds the amount secured under the Security Bond, the Licensee will be further liable to the Licensor for payment of such additional costs and shall pay these additional costs to the Licensor within three (3) consecutive Business Days of being invoiced for such additional costs.

Default

27. If the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
28. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
29. In the event of any default of the Licensee in performing any work, repairs, or other obligations of the Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of the Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.
30. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder and other than a default under section 22(f) hereof, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within seven (7) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the seven (7) day period aforesaid without any further notice.
31. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to forthwith and without any notice terminate this Licence if the Licensee contravenes section 22(f) hereof.

Right to Enter or Terminate

32. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor or Hydro One Networks Inc. the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access for the Transmission System or Distribution System of Hydro One Networks Inc. or be considered dangerous or offensive by the Licensor or Hydro One Networks Inc. acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending activity from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
33. The Licensor, Hydro One Networks Inc. and anyone acting pursuant to its authority may at any time upon twenty-four hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate, maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment or the Transmission System or Distribution System of Hydro One Networks Inc. and further may construct, add, inspect, maintain, repair, alter, re-arrange, relocate and remove such new works or equipment or new Transmission System or Distribution System as the Licensor or Hydro One Networks Inc. determines necessary or desirable and the Licensor and Hydro One Networks Inc. shall not be liable for and are hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.
34. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by seven (7) consecutive days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if the Licensee, its permitted uses, works, installations, equipment, improvements, property and Permittees in any way interfere with, obstruct, limit or impede the right of Hydro One Networks Inc. to use the Lands to operate a Transmission System or Distribution System pursuant to section 114.5(1) of the Act, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
35. If the Licensor delivers notice of termination pursuant to section 34 above, then all or such required portion of the Lands shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in section 25 above. Without prejudice to the rights of the Licensor hereunder, the Licensor will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands.

Indemnity and Release

36. (a) All persons and property at any time on the Lands shall be at the sole risk of the Licensee, and neither the Licensor nor Hydro One Networks Inc. shall be liable for any loss, damage, or injury, including loss of life, to them or it however occurring and the Licensee releases both the Licensor and Hydro One Networks Inc. from all claims and demands in respect of any such loss, damage or injury.

- (b) The Licensee shall assume all liability and obligation for any and all loss, damage, or injury (including death) to persons or property that would not have happened but for this Licence or anything done or maintained by the Licensee thereunder or intended so to be, and the Licensee shall at all times indemnify and save harmless the Licensor and its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom the Licensor is responsible in law and Hydro One Networks Inc. and its affiliates and their respective successors, administrations, permitted assigns, directors, officers, employees, agents, servants, representatives, appointees and all others for whom Hydro One Networks Inc is responsible in law from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising therefrom or connected therewith. The Licensee expressly recognizes and acknowledges that Hydro One Networks Inc. has installed and maintained or has the right to install and maintain a Transmission System or Distribution System on the Lands, and willingly assumes any and all risks associated with its proposed activities in such close proximity to such systems. Notwithstanding the above, the Licensee shall not be liable hereunder for any loss, damage or injury to the extent that it arises from the gross negligence of the Licensor or Hydro One Networks Inc.
- (c) The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million (\$5,000,000.00) dollars in order to indemnify the Licensor and Hydro One Networks Inc. as provided in subsection 36(b) of this Licence. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in right of Ontario, as represented by the Minister of Government and Consumer Services, and OILC and Hydro One Networks Inc. as additional insureds, (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor or Hydro One Networks Inc. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the Starting Date.
37. In order to induce the Licensor to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors and assigns, hereby:
- (a) releases and forever discharges the Licensor and Hydro One Networks Inc. and each of their respective successors and assigns, from any and all actions, causes of action, claims and demands for damages, loss or injury, howsoever arising, which heretofore may have been and which may hereafter be sustained by the Licensee, its successors and assigns, in respect or in consequence of the termination of this Licence in whole or in part(s), as the case may be, including all damages above described as well as all damage, loss or injury not now known or anticipated but which may arise in the future and all effects and consequences thereof;
- (b) agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the common law or under the provisions of the *Negligence Act* and the amendments thereto from the Licensor or Hydro One Networks Inc.; and
- (c) agrees that the Licensor and Hydro One Networks Inc. may plead this Licence as an estoppel.

Assignment

38. The Licensee shall not assign, transfer, sublease, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensor, acting reasonably.

General

39. The Licensee acknowledges that this Agreement and any information or documents that are provided to the Licensor may be released pursuant to the provisions of the *Freedom*

of *Information and Protection of Privacy Act* (Ontario) or the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and Open Data may be released pursuant to the Open Data Directive. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.

40. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
41. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

42. Where this Licence requires notice to be delivered by one party to the other, such notice shall be given in writing and delivered either personally, or by pre-paid registered post or by telecopier, by the party wishing to give such notice, or by the solicitor acting for such party, to the other party or to the solicitor acting for the other party at the addresses noted below. In the case of notice to the Licensor, to it in care of:

c/o Ontario Infrastructure and Lands Corporation
Real Estate Transactions
1 Dundas Street West, Suite 2000
Toronto, Ontario,
M5G 1Z3

Attention: Director, Hydro Land Transactions

Telephone: (437) 537-5511
Facsimile: (416) 327-3942

With a copy to:

Attention: Director, Legal Services (Real Estate)

1 Dundas Street West
Suite 2000
Toronto, Ontario
M5G 1Z3

Facsimile: 416-327-3376

and, in the case of notice to the Licensee, to it in care of:

The Corporation of the City of London
Realty Services
300 Dufferin Avenue
London, Ontario
N6A 4L9

Attention: Director, Realty Services

Telephone: (519) 661-2489 x 5445
Facsimile: (519) 661-5087

- 43. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
- 44. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
- 45. This Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.
- 46. This Licence may be offered and accepted by electronic or facsimile transmission and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format of an executed counterpart is as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart by facsimile or by electronic transmission in portable document format (PDF) shall also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect.

IN WITNESS WHEREOF the parties hereto have executed this Licence.

Signed by the Licensee at _____ this _____ day of _____ 20__.

THE CORPORATION OF THE CITY OF LONDON

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

Signed by the Licensor at _____ this _____ day of _____ 20__.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO, as represented by THE MINISTER
OF GOVERNMENT AND CONSUMER
SERVICES, as represented by ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

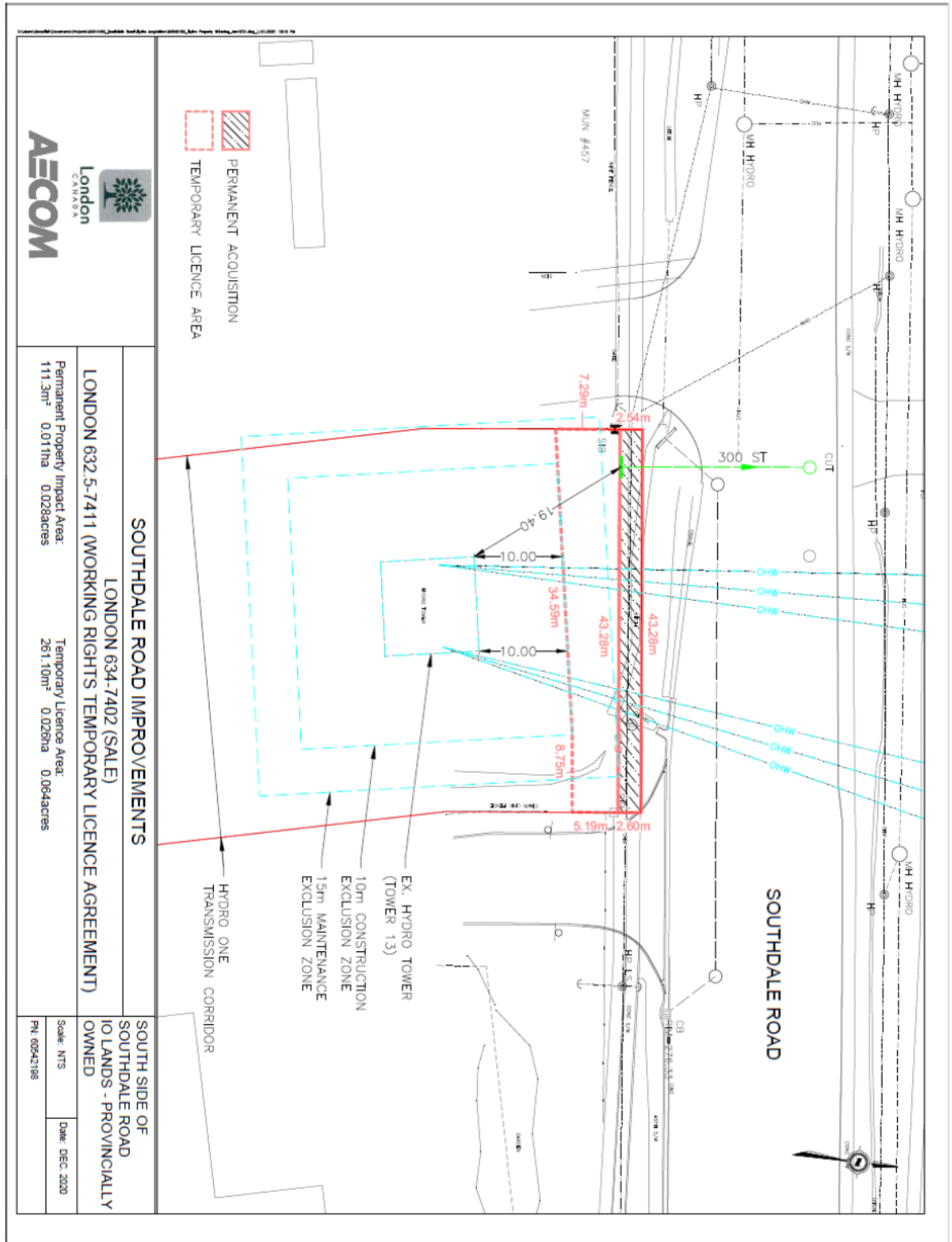
Per: _____

Name:

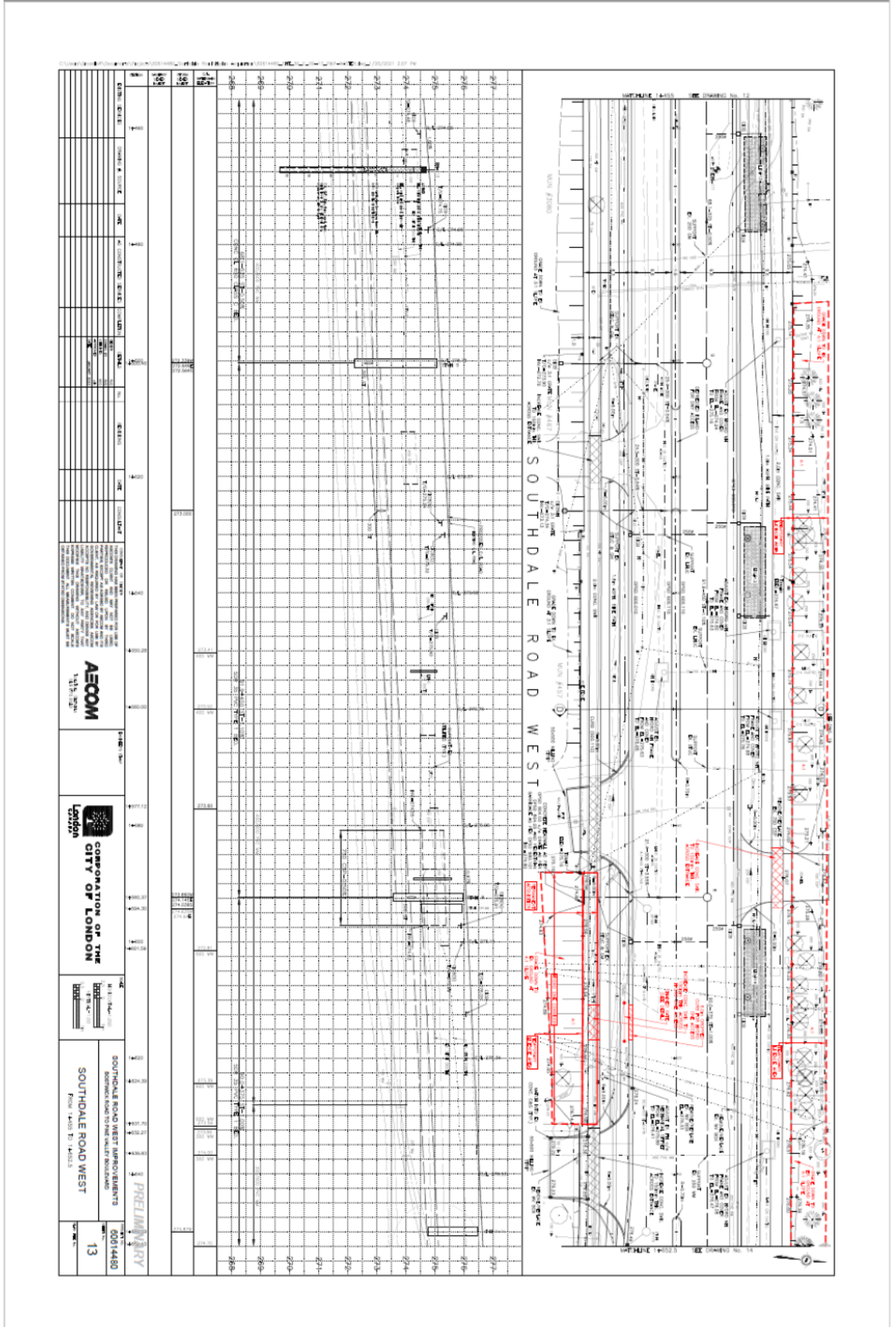
Title:

Authorized Signing Officer

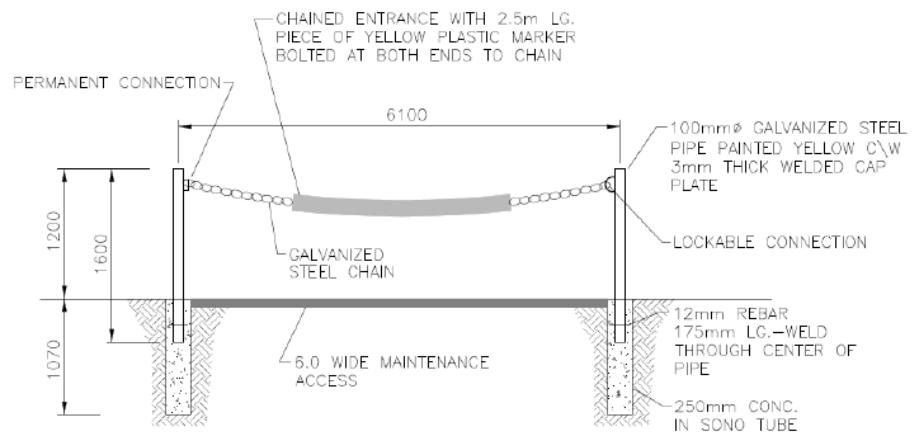
SCHEDULE "A-1"



SCHEDULE "A-2"



SCHEDULE "A-3"



CHAIN GATE DETAIL
SCALE N.T.S.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22024

February 28, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - Hydro One Networks Inc. & Infrastructure Ontario
Southdale Road West Transportation Project
(Subledger LD220033)
Capital Project TS1629-1 - Southdale Road West - Bostwick to Pine Valley
Her Majesty the Queen in Right of Ontario

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	493,482	493,482	0	0
Land Acquisition	648,655	621,431	5,086	22,138
Construction	4,750,125	69,158	0	4,680,967
Utilities	77,728	77,728	0	0
City Related Expenses	39,010	14,005	0	25,005
Total Expenditures	\$6,009,000	\$1,275,804	\$5,086	\$4,728,110

Sources of Financing

Capital Levy	117,600	107,795	430	9,376
Debenture By-law No. W.-5618-64 (Note 2)	390,109	0	0	390,109
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	5,501,291	1,168,009	4,656	4,328,625
Total Financing	\$6,009,000	\$1,275,804	\$5,086	\$4,728,110

Financial Note:

Purchase Cost	\$3,712
Add: License of Land for Temporary Use	1,250
Add: Land Transfer Tax	37
Add: HST @13%	645
Less: HST Rebate	-558
Total Purchase Cost	\$5,086

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Note 2: Note to City Clerk: The City Clerk be authorized to increase Debenture By-law No. W.-5618-64 by \$293,123 from \$97,067 to \$390,190.



Jason Davies

Manager of Financial Planning & Policy

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