



## Council Minutes

10th Meeting of City Council  
July 5, 2022, 4:00 PM

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

Absent: M. Salih, S. Turner

Also Present: M. Schulthess, J. Taylor  
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, G. Belch, B. Card, I. Collins, C. Cooper, S. Corman, J. Davison, L. Hamer, O. Katolyk, S. Mathers, V. Morgado, K. Murray, K. Scherr, C. Smith, A. Thompson, B. Warner, B. Westlake-Power  
The meeting is called to order at 4:01 PM; it being noted that the following members were in remote attendance: Councillors M. van Holst, J. Helmer, M. Hamou, P. Van Meerbergen, E. Peloza and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor S. Hillier discloses a pecuniary interest in Item 8 (5.1) of the 8th Report of the Community and Protective Services Committee, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family also hosts a five-day event.

Councillor P. Van Meerbergen discloses a pecuniary interest in Bill No. 260, having to do with the establishment of a Child Care and Early Childhood Development Reserve Fund and the repeal of By-law No. A.-6945-139, as amended, by indicating that his wife owns and operates a day care.

### 2. Recognitions

There are none.

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: S. Hillier

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

#### 4.1 Confidential Information Supplied by Canada

A matter pertaining to information explicitly supplied in confidence to the municipality by Canada (6.1/8/CPSC)

#### 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.  
(6.1/10/SPPC)

#### 4.3 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.  
(6.1/10/CSC)

#### 4.4 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.  
(6.2/10/CSC)

#### 4.5 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.  
(6.3/10/CSC)

#### 4.6 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition 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.  
(6.4/10/CSC)

#### 4.7 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.  
(6.5/10/CSC)

#### 4.8 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation with respect to the full expropriation of property located at 73 Wharncliffe Road South, including matters before administrative tribunals, affecting the municipality or local board, namely a claim filed with the OLT-22-002478; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 73 Wharncliffe Road South; and directions and instructions

to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at 73 Wharncliffe Road South. (6.6/10/CSC)

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

Council convenes In Closed Session, from 4:15 PM to 4:35 PM.

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

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That the Minutes of the 9th Meeting, held on June 14, 2022, BE APPROVED.

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

**6. Communications and Petitions**

Motion made by: E. Pelozza

Seconded by: A. Hopkins

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

**6.1** 84-86 St. George Street and 175-197 Ann Street (OZ-9127) - Refer to the Planning and Environment Committee Stage for Consideration with Item #13 (3.5) of the 12th Report of the Planning and Environment Committee

1. J. Hunten

2. M. Tovey

**6.2** 689 Oxford Street West (Z-9199 & O-9206) - Refer to the Planning and Environment Committee Stage for Consideration with Item 14 (3.6) of the 12th Report of the Planning and Environment Committee

1. D. Traher, VP Planning & Development, Westdell Development Corporation

2. Shadow Study - Strik Baldinelli Moniz

**6.3.** "RentSafeTO" Program and Complaint Process Improvements - Refer to the Community and Protective Services Committee Stage for Consideration with Item #5 (2.4) of the 8th Report of the Community and Protective Services Committee

1. K. M. Pagniello, Executive Director and M. Laliberte, Staff Lawyer - Neighbourhood Legal Services

2. J. Thompson, Life Spin

3. London ACORN

4. D. Devine

**6.4** Participation in Provincial Cargo E-bike Pilot - Refer to the Civic Works Committee Stage for Consideration with Item #6 (4.3) of the 9th Report of the Civic Works Committee

1. H. Miller

**6.5** Participation in Provincial E-scooter Pilot - Refer to the Civic Works Committee Stage for Consideration with Item #7 (4.2) of the 9th Report of the Civic Works Committee

1. A. Husain

2. T. Nolan

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

**7. Motions of Which Notice is Given**

None.

**8. Reports**

8.1 12th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 12th Report of the Planning and Environment Committee, BE APPROVED, excluding Items 13 (3.5) and 14 (3.6).

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**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) ReThink Zoning Update and Discussion Papers

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "ReThink Zoning Update and Discussion Papers", with respect to introducing the seven discussion papers that have been prepared, providing an update on the work completed to date and the next steps in the process, BE RECEIVED for information. (2022-D14)

**Motion Passed**

3. (2.2) 1284 and 1388 Sunningdale Road West (H-9506) (Relates to Bill No. 298)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Foxhollow North Kent Developments Inc., relating to a portion of lands located at 1284 and 1388 Sunningdale Road West, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 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 (h•h-100•R1-5) and an Open Space (OS1) Zone TO a Residential R1 (R1-3) Zone, Residential R1 (R1-5) and an Open Space (OS1) Zone to remove the h and h-100 holding provisions. (2022-D09)

**Motion Passed**

4. (2.3) London Plan Approval - Update on Ontario Land Tribunal Decision and Status of London Plan

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "London Plan Approval - Update on Ontario Land Tribunal Decision and Status of London Plan" with respect to the approval of The London Plan as the Official Plan, BE RECEIVED for information. (2022-D22)

**Motion Passed**

5. (2.4) Bill 109 - More Homes for Everyone Act, 2022 - Information Report

Motion made by: A. Hopkins

That, the staff report dated June 20, 2022 entitled "Bill 109, More Homes for Everyone Act, 2022, Information Report", with respect to amendments to the Planning Act and other statutes, BE RECEIVED for information. (2022-S11)

**Motion Passed**

6. (2.5) 6092 Pack Road - Designation under Section 29 of the Ontario Heritage Act

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, relating to the designation of the property located at 6092 Pack Road, the following actions be taken:

- a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of the staff report dated June 20, 2022; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property located at 6092 Pack Road to be of cultural heritage value or interest for the reasons outlined in Appendix D of the staff report dated June 20, 2022 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal. (2022-R01)

**Motion Passed**

7. (2.6) Single Source Procurement - Planning Application Signs

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Signature Graphics:

a) Signature Graphics BE APPROVED as the single source provider of Planning Application signs and related activities for a period of one year with the option for an additional four (4), one (1) year renewals, with an estimated annual expenditure based on demand for services, of between \$75,000.00 and \$100,000.00 (HST excluded), in accordance with Sections 14.4 (d) and (e) of the Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;

c) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract and service agreement for this purchase; and,

d) the Mayor and City Clerk BE AUTHORIZED to execute any contract, service agreement or other documents, if required, to give effect to these recommendations. (2022-F17)

**Motion Passed**

8. (2.7) Building Division Monthly Report - April, 2022

Motion made by: A. Hopkins

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

**Motion Passed**

9. (3.1) 911 and 945 Kleinburg Drive (Formerly 660 Sunningdale Road East) (Z-9321) (Relates to Bill No. 299)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Applewood Market Place Inc., relating to portions of the lands located at 911 and 945 Kleinburg Drive (formerly 660 Sunningdale Road East), the proposed by-law appended to the Added Agenda as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on July 5, 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 Business District Commercial Special Provision h, h-100, h-173, BDC2(10)\*H18 Zone and a Holding Residential R5/R6 Special Provision (h\*h-100\*h-173\*R5-6(9)/R6-5(38)/R8-4(27)) Zone TO a Business District Commercial Special Provision BDC2( )\*H23 Zone, which permits a range of commercial uses on the first floor with residential uses above, to a maximum height of 23m;

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

- J. Jones, applicant;

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

- the recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2020 which encourage infill and intensification and the provision of a range of housing types, and efficient use of existing infrastructure;
- the proposed and recommended amendments conform to the in-force policies of The London Plan, including but not limited to Our Strategy, Our City and the Key Directions, as well as conforming to the policies of the Neighbourhoods Place Type;
- the proposed and recommended amendments conform to the policies of the (1989) Official Plan, specifically Low Density Residential and Multi-Family, Medium Density Residential;
- the policies of the Main Street Commercial (Official Plan) and Main Street (London Plan) permit residential units on the ground floor to the rear of commercial/store fronts. The addition of residential to the rear meets the policies of the Official Plan and the London Plan and will help support the construction of the main street as envisioned by the plan;
- the zoning reflects the optimum building type that would be contemplated (apartment buildings) and defines the type of dwelling units that can be located to the rear of commercial for this site; and,
- the conditions for removing the ((h\*h-100\*h-173) holding provisions have been met and the recommended amendment will allow the construction of commercial/residential mixed-use buildings in compliance with the Zoning By-law. (2022-D12/D14)

### **Motion Passed**

10. (3.2) Housekeeping Amendment to Southwest Area Secondary Plan (Relates to Bill No. 282)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to housekeeping amendment to the Southwest Area Secondary Plan, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to AMEND the Southwest Area

Secondary Plan by DELETING references to the 1989 Official Plan and ADDING references to The London Plan;

it being noted that a comprehensive review and possible amendments to the Southwest Area Secondary Plan will be subject to a separate review and amendment;

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

- T. Brydges, Zelinka Priamo Ltd., on behalf of the landowners at 4425 Wellington Road South;

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

- the purpose and effect of the recommended action is to update the SWAP to reflect the transition from the 1989 Official Plan to The London Plan. The recommended action will assist in the interpretation and implementation of the SWAP in conjunction with The London Plan and to improve clarity and consistency of policies and maps in the Plan. (2022-S11)

### **Motion Passed**

11. (3.3) Delegated Authority (Bill 13) and Alternative Notice Measures for Minor Amendments (O-9492) (Relates to Bill No.'s 281 and 283)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Bill 13, Supporting People and Businesses Act, 2021:

a) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to AMEND the London Plan by adding new policies with respect to delegated approval authority for minor zoning by-law amendments and alternative consultation measures for minor London Plan amendments and zoning by-law amendments, and amending existing policies for consistency with the new policies; and,

b) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to pass a new by-law "Minor Zoning By-law Amendments Delegation and Approval By-law" to authorize Council to delegate approval authority with respect to minor zoning by-law amendments;

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

- M. Wallace, LDI;

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

- the recommended amendments to the London Plan are consistent with the Planning Act which provides a new discretionary authority that allows municipal councils to delegate decision-making authority under Section 34 that are of a minor nature and permits alternative measures for public notice and consultation;
- the recommended amendments support one of Council's goals



in the 2019-2023 Strategic Plan, which improve the delivery of service through streamlined Council's decision-making process;

- the recommended amendments to the London Plan establish a policy framework for delegated authority approval with respect to minor zoning by-law amendments and alternative consultation measures for minor London Plan amendments and zoning by-law amendments; and,
- the recommended amendments establish a new Council Policy that authorizes the new authority in accordance with The London Plan as amended pursuant to the Planning Act. (2022-D14)

**Motion Passed**

12. (3.4) 991 Sunningdale Road West (Z-9472) (Relates to Bill No. 300)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Nasser and Suzan Aljarousha, relating to the property located at 991 Sunningdale Road West, the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Agricultural AG1 Zone TO a Holding Agricultural AG1 Special Provision (h-18\*AG1(\_)) Zone;

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 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 Farmland Place Type, Our Strategy, our Tools, and other applicable London Plan policies;
- the recommended amendment conforms to the in-force of the 1989 Official Plan, including but not limited to the Agricultural designation; and,
- the recommended amendment facilitates the development of a single detached non-agricultural dwelling which is appropriate and compatible with existing and future land uses in the surrounding area. (2022-D09)

**Motion Passed**

15. (3.7) 599-601 Richmond Street (Z-9367) (Relates to Bill No. 302)

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 Westell Development Corp., relating to the property located at 599-601 Richmond Street:

- a) the proposed by-law appended to the staff report dated June 20, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 5, 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 Business District Commercial Special Provision (BDC(1)) Zone TO a Business District Commercial Special Provision Bonus (BDC(1))\*B-( ) Zone;

the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high-quality mixed-use building, with a maximum height of eight (8) storeys, 57 dwelling units and a maximum density of 519 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated June 20, 2022 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

1. Exceptional Building Design

- i) a built form located along Central Ave that establishes a built edge with primary building entrance, street-oriented units and active uses along this frontage;
- ii) treatment of the first two-storeys of the proposed building contrasts with the remainder of the building above to clearly delineate the attractive, pedestrian-oriented area within the public realm;
- iii) a contemporary flat roof, with modern cornice lines and canopies for the balconies along the north side of the building, effectively announce the top of the building and help distinguish the building along the corridor;
- iv) a variety of materials, colours and textures break up the massing of the building into smaller sections, both vertically and horizontally, to appropriately frame the street and enhance the streetscape; and

2. Provision of Affordable Housing

- i) a total of two, 1-bedroom residential units and two, 2-bedroom residential units will be provided for affordable housing;
- ii) rents not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- iii) the duration of affordability set at 50 years from the point of initial occupancy;
- iv) the proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
- v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

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

- i) removal of the layaway to maintain the City Boulevard as a green boulevard;
  - ii) include a minimum of 0.5 to 1m setback from the Central Avenue frontage in order to avoid the requirement for encroachment agreements for building elements such as canopies, balconies, opening of doors, etc.;
- A) the main entrance setback from the property line is acknowledged; and,
- B) the commercial unit doors need to be recessed (a minimum of 0.5m or as required) to be within the property line; the canopies proposed above the commercial units shall also be within the property line or included in an encroachment agreement; and,
- iii) to ensure proper measures are in place during construction, the recommendation of Section 7 in the Heritage Impact

Assessment including a temporary protection plan is recommended to be addressed through site plan approval to mitigate impacts on adjacent heritage properties;

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

- a communication dated June 17, 2022 from AM. Valastro; and,
- the staff presentation;

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

- L. Kirkness; and,
- AM. Valastro;

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 Rapid Transit Corridor Place Type and Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor designation;
- the recommended amendment conforms to the Near Campus Neighbourhood Policies that direct more intense development to corridors;
- the recommended amendment facilitates the development of affordable housing units that will help in addressing the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock; and,
- the recommended bonus zone for the subject site will provide public benefits that include affordable housing units, barrier-free and accessible design, transit supportive development, and a quality design standard to be implemented through a subsequent site plan application. (2022-D09)

### **Motion Passed**

16. (3.8) 801 Sarnia Road (O-9475 & Z-9476) (Relates to Bill No. 303)

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 2425293 Ontario Inc., relating to the property located at 801 Sarnia Road:

- a) the proposed, ~~attached~~, revised by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on July 5, 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 R8 Bonus (R8-4\*B40) Zone and Rail Transportation Zone TO a Holding Residential R8 Special Provision Bonus (h\*R8-4( )\*B( )) Zone and Open Space (OS1) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high-quality apartment building with a maximum height of 20 meters, and a maximum density of 124 units per hectare (100 units), which substantively implements the Site Plan, Renderings, Elevations and Views ~~attached~~ in Schedule "1". The development shall specifically incorporate the following services, facilities, and matters:

1. Provision of Affordable Housing

- i) a total of 4 one-bedroom residential units will be provided for affordable housing;
- ii) rents not exceeding 80% of the Average Market Rents (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- iii) the duration of affordability set at 50 years from the point of initial occupancy;
- iv) the proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations; and,
- v) these conditions to be secured through an agreement registered on title with associated compliance requirements and remedies;

2. Design Principles

- i) a mid-rise (6 storey) built form located along the Sarnia Road that establishes a built edge with primary building entrance, street oriented residential units and active uses along these frontages;
- ii) direct walkway connections from primary building entrance and ground floor residential unit entrances to the City sidewalk along Sarnia Road;
- iii) articulated facades including recesses, projections, balconies, and terraces to provide depth and variation in the built form to enhance the pedestrian environment;
- iv) a variety of materials, textures, and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages;
- v) common outdoor amenity space at ground level along with the entrance to future City Pathway.
- vi) locates majority of the parking behind the building and away from the street while screening the exposed parking with a combination of landscape and masonry walls;

notwithstanding anything in the By-law to the contrary, the following regulations shall apply:

- i) Front Yard Depth to Arterial Road (minimum) - 4.0 meters (13.1 feet)
  - ii) Rear Yard Setback to Open Space (minimum) 13 meters (42.6 feet)
  - iii) Height (maximum) 20 meters (65.6 feet)
  - iv) Parking (minimum) 1 space per unit
  - v) Parking for Affordable Units (minimum) 0.33 space per unit
  - vi) Density (maximum) 124 units per hectare (100 dwelling units)
- b) Section 4.3 iv) - Site Specific Bonus Provisions is amended by deleting the current bonus zone (B-40) and replacing it with the new Bonus Zone outlined above in recommendation a); and,

c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the change in parking is minor in nature, the existing conditions plan circulated in the Notice of Application and Notice of Revised Application and Notice of Public Meeting accurately reflect the existing condition of the site, and no development or site alteration is proposed;

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

- J. McGuffin, Monteith Brown Planning Consultants;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement, 2020, which encourages development to occur within settlement areas and land use patterns that provide for a range of uses and opportunities that will meet the needs of current and future residents;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Neighbourhood Place Type, City Building and Design, Our Tools, and all other applicable London Plan policies; and,
- the recommended amendment secures units for affordable housing through the Bonus Zone. (2022-D09/D14)

**Motion Passed**

17. (5.1) 2nd Report of the Community Advisory Committee on Planning

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on June 15, 2021:

a) the Planning and Environment Committee BE ADVISED of the following with respect to the Public Meeting and Revised Application Notice, dated June 1, 2022, from S. Wise, Senior Planner for Revised Official Plan and Zoning By-law Amendments, related to the properties located at 84-86 St. George Street and 175-197 Ann Street:

- i) the revised application does not address the outstanding heritage concerns about the site; and,
- ii) the Community Advisory Committee on Planning continues to support the previous recommendation to designate the properties located at 84-86 St. George Street and 175-197 Ann Street as heritage resources under the Ontario Heritage Act;

b) the Planning and Environment Committee BE ADVISED that the London Community Advisory Committee on Planning (CACP) received a staff report, dated June 15, 2022, with respect to the Designation of 6092 Pack Road under Section 29 of the Ontario Heritage Act and the CACP supports the staff recommendation to designate the above-noted property to be of cultural heritage value or interest; and,

c) clauses 1.1, 3.1, 3.3, 4.1, 5.2 and 65.1 BE RECEIVED for information.

**Motion Passed**

13. (3.5) 84-86 St. George Street and 175-197 Ann Street (OZ-9127) (Relates to Bill No.'s 284 and 301)

Motion made by: S. Lewis

That, the following actions be taken with respect to the application by St. George and Ann Block Limited, relating to the property located at 84-86 St. George Street and 175-197 Ann Street:

a) the proposed, ~~attached~~, by-law (Appendix A) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to CHANGE the Specific Area Policy in the Neighbourhoods Place Type applicable to the subject lands to permit a maximum building height of 23 storeys, and to permit a maximum overall floor area of 500 square metres for retail, service and office uses within the podium base;

b) the proposed, revised, ~~attached~~, by-law (Appendix B) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, to change the zoning of the subject property FROM a Residential R9 (R9-3\*H12) Zone TO a holding Residential R10/Convenience Commercial Special Provision Bonus (h\*h-41\*h-183\*h-\_\_\_\*R10-5/CC4(\_\_\_\_)\*B-(\_\_\_\_)) Zone;

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

- a communication from AM. Valastro;
- a communication dated June 9, 2022, from S. Rans;
- a communication from J. Helen, 732 Princess Avenue;
- a communication dated June 9, 2022, from C. Gelinis;
- a communication dated June 9, 2022, from L. White, 132 Central Avenue;
- a communication dated June 10, 2022, from S. Regier;
- a communication dated June 8, 2022, from T. Mitchell;
- a communication dated June 16, 2022, from W. Kinghorn, President, Architectural Conservancy Ontario – London Region;
- a communication dated June 17, 2022, from M. Tovey; and,
- a communication dated June 17, 2022, from A. Soufan, President, York Developments;

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

- A. Soufan, York Developments;
- E. Mitchell, 695 Richmond Street;
- AM. Valastro; and,
- M. Whalley, North Centre Road. (2022-D04)

Motion made by: S. Lewis

Seconded by: J. Fyfe-Millar

That Item 13, clause 3.5, BE AMENDED to include the following at the end of the clause:

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

- consistent with the Province Policy Statement promoting intensification and redevelopment in appropriate locations while conserving significant heritage resources;
- consistent with the London Plan key directions relating to building a mixed-use compact city and ensuring new development is a good fit within existing neighbourhoods;

- consistent with staff recommended mitigation measures for the railway crash wall, hydrological considerations, and heritage, through the application of holding provisions;

it being noted that at the April 25, 2022 meeting of PEC, civic administration indicated that properties at 183 Ann St. and 197 Ann St. had cultural heritage assets, but the buildings did not represent built heritage that warranted preservation of said buildings in their entirety; and,

it being further noted that Council considers the inclusion of a new brewery onsite to be consistent with the cultural heritage of the site's heritage value as a former brewery.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Nays: (2): J. Helmer, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

### **Motion Passed (11 to 2)**

Motion made by: S. Lehman

Seconded by: S. Lewis

That Item 13, clause 3.5, as amended, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelosa, J. Fyfe-Millar, and S. Hillier

Nays: (2): J. Helmer, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

### **Motion Passed (11 to 2)**

Item 13, clause 3.5, as amended, reads as follows:

That, the following actions be taken with respect to the application by St. George and Ann Block Limited, relating to the property located at 84-86 St. George Street and 175-197 Ann Street:

a) the proposed, ~~attached~~, by-law (Appendix A) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to CHANGE the Specific Area Policy in the Neighbourhoods Place Type applicable to the subject lands to permit a maximum building height of 23 storeys, and to permit a maximum overall floor area of 500 square metres for retail, service and office uses within the podium base;

b) the proposed, revised, ~~attached~~, by-law (Appendix B) BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend Zoning By-law No. Z.-1, to change the zoning of the subject property FROM a Residential R9 (R9-3\*H12) Zone TO a holding Residential R10/Convenience Commercial Special Provision Bonus (h\*h-41\*h-183\*h-\_\_\*R10-5/CC4(\_\_\_\_)\*B-(\_\_\_\_)) Zone;

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

- a communication from AM. Valastro;
- a communication dated June 9, 2022, from S. Rans;
- a communication from J. Helen, 732 Princess Avenue;
- a communication dated June 9, 2022, from C. Gelinias;
- a communication dated June 9, 2022, from L. White, 132 Central Avenue;
- a communication dated June 10, 2022, from S. Regier;
- a communication dated June 8, 2022, from T. Mitchell;
- a communication dated June 16, 2022, from W. Kinghorn, President, Architectural Conservancy Ontario – London Region;
- a communication dated June 17, 2022, from M. Tovey; and,
- a communication dated June 17, 2022, from A. Soufan, President, York Developments;

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

- A. Soufan, York Developments;
- E. Mitchell, 695 Richmond Street;
- AM. Valastro; and,
- M. Whalley, North Centre Road;

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

- consistent with the Province Policy Statement promoting intensification and redevelopment in appropriate locations while conserving significant heritage resources;
- consistent with the London Plan key directions relating to building a mixed-use compact city and ensuring new development is a good fit within existing neighbourhoods;
- consistent with staff recommended mitigation measures for the railway crash wall, hydrological considerations, and heritage, through the application of holding provisions;

it being noted that at the April 25, 2022 meeting of PEC, civic administration indicated that properties at 183 Ann St. and 197 Ann St. had cultural heritage assets, but the buildings did not represent built heritage that warranted preservation of said buildings in their entirety; and,

it being further noted that Council considers the inclusion of a new brewery onsite to be consistent with the cultural heritage of the site's heritage value as a former brewery.

14. (3.6) 689 Oxford Street West (Z-9199 & O-9206)

Motion made by: S. Lehman

That, the application by 2399731 Ontario Ltd, c/o Westdell Development Corporation BE REFERRED back to the Civic Administration to work with the developer to improve the proposed transition from high density towers to the existing low density abutting residential neighbourhoods with specific attention to addressing shadowing and traffic management at Wonderland and Beaverbrook;

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

- a communication dated June 9, 2022 from L. Bowman; and,
- the staff presentation;



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

- L. Kirkness, SBM Limited Planning;
- R. Coates, 43 Capulet Walk;
- B. Waddick;
- R. Chapin, President, Dementia Care London Inc., 35 and 41 Capulet Walk;
- T. Timbrell, Inverness Avenue;
- G. Stark, 837 Silversmith Street;
- AM Valastro;
- S. Johnstone, Silversmith Street;
- K. Cates, 30 Laurel Street;
- L. Bowman, Oakridge Glen, 43 Capulet Walk;
- L. Smyth, Silversmith Street;
- J. Cheese, 22 Laurel Street;
- A. Quance, 43 Capulet Walk; and,
- K. Slivinski, 46 Laurel Street. (2022-D09)

Yeas: (4): Mayor E. Holder, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (9): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, A. Hopkins, E. Peloza, and J. Fyfe-Millar

Absent: (2): M. Salih, and S. Turner

#### **Motion Failed (4 to 9)**

At 5:51 PM, His Worship the Mayor places Deputy Mayor J. Morgan in the Chair.

At 5:52 PM, His Worship the Mayor resumes the Chair.

Motion made by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of 2399731 Ontario Ltd. c/o Westdell Development Corporation relating to the property located at 689 Oxford Street West:

- a) the request to amend Zoning No. Z.-1 to change the existing Highway Service Commercial/Restricted Service Commercial (HS1/HS3/RSC2/RSC4) Zone to a Residential R9 Special Provision Bonus/Highway Service Commercial Special Provision/Restricted Service Commercial Special Provision (R9-7\*B-( )/HS1( )/HS3( )/RSC2( )/RSC4( ) Zone BE REFUSED for the following reasons:
  - i) The affordable housing contribution associated with the Bonus application is based upon a proposed combination of 1989 Official Plan and London Plan policies; however, the applicable Bonusing policy framework is the 1989 Official Plan bonusing policies.
  - ii) The requested special provisions for the Bonus Zone are proposed for individual buildings within the subject site, which does not meet the intent of London Plan and/or Zoning by-law Z.-1 regarding matters such as rear-lotting, yard definitions, and railway setback distance.
- b) the recommended by-law ~~attached~~ hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on July 5, 2022 to amend Zoning By-law No. Z.-1, in conformity with The London Plan and the applicable policies of the 1989 Official Plan, to change the

zoning of the subject property FROM a Highway Service Commercial/Restricted Service Commercial (HS1/HS3/RSC2/RSC4) Zone, TO a holding Residential R9 Special Provision Bonus/Highway Service Commercial Special Provision/Restricted Service Commercial Special Provision (h-\_\*R9-7\*B-(\_/HS1(\_/HS3(\_/RSC2(\_/RSC4(\_/ Zone;

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of three apartment buildings as follows: a 17-storey building of 146 units; an 18-storey building of 160 units; and a 21-storey building of 184 units. The development is an increased density of up to 396 units per hectare (490 units total). The development will substantively implement the Site Plan, Renderings and Elevations ~~attached~~ as Schedule "1" to the amending by-law and provides for the following facilities, services, and matters:

1) Provision of Affordable Housing

- i) A total of 30 affordable housing units will be provided in the development, including a total of 10 affordable housing units in each of the three buildings (Buildings "A", "B", and "C").
- ii) That the affordable unit mix (bachelor, 1-bedroom, 2-bedroom), is representative of the bedroom mix of the overall building within which the affordable units are contained.
- iii) Rents not exceeding 80% of the Average Market Rent (AMR) for the London CMA, as determined by the CMHC, at the time of building occupancy for the respective building the affordable units are located within;
- iv) The duration of affordability set at 50 years from the point of initial occupancy of the respective building;
- v) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;
- vi) These conditions to be secured through an agreement entered on title with associated compliance requirements and remedies.

2) Exceptional Design

The buildings designs shown in various illustrations contained in Schedule "1" of the amending by-law is being bonused for features which serve to support the City's objectives of promoting a high standard of design.

- Enhanced building and site design features and setback podiums on Capulet Walk establishing a built street edge.
- Active uses potential along Capulet Walk street frontage for Building "B" and Building "C".
- Architectural design features on the towers that will enhance the skyline and break up building mass.
- Inclusion of building step backs and varying building heights and articulated facades, including recesses, projections, and balconies, to provide depth and variation in built form and enhance pedestrian environment.
- Ground floor units along Capulet Walk to provide functional doors, walkways, connections to sidewalk on Capulet Walk.

3) Construction of underground parking under the second phase of development (Building "B" and Building "C"); and, a parking structure to function as an engineered crash wall for safety and impact mitigation associated with the adjacent rail line.

c) it BE NOTED that the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority:

- i) Use transparent glazing or active vision glazing on the ground floor of Building “B” and Building “C” on Capulet Walk and Oxford Street frontages to animate the street.
- ii) Non-residential ground floor uses in Building “B” and Building “C” are to be oriented to the street and provide “front doors” to Capulet Walk.
- iii) Incorporate an urban treatment between the built form fronting Capulet Walk and the City sidewalk.
- iv) Recognize that the parking garage structure abutting the CN Rail property will be designed to a crash wall engineering standard, consistent with guidelines for development adjacent to rail lines and CN Rail requirements.
- v) Noise attenuation clauses are to be addressed through future development agreements, with regards to mitigative building design standards and property adjacency (within 300m) to rail line operations.
- vi) That revised sanitary area plan and design sheets from April 4, 2022 Servicing Memorandum are to be submitted to City Geomatics; and,

d) no action BE TAKEN regarding the application for 1989 Official Plan Amendment for consistency with in-force London Plan policies. It being noted that through Ontario Lands Tribunal (OLT) decision dated May 25, 2022, the final phase of city-wide London Plan policy appeals have been dispensed and therefore the 1989 Official Plan is repealed in accordance with Council decision dated June 23, 2016.

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

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

**Motion Passed (11 to 2)**

## 8.2 8th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 8th Report of the Community and Protective Services Committee, BE APPROVED, excluding Items 6 (2.4) and 8 (5.1).

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

## 1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that Councillor S. Hillier disclosed a pecuniary interest in clause 5.1 of this Report, having to do with the Deferred Matters List, specifically item number 1 on the list, by indicating that his family also hosts a five-day event.

**Motion Passed**

2. (2.1) Update on Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated June 21, 2022, with respect to an update on the Giwetashkad Indigenous Homelessness Strategic Plan, BE RECEIVED. (2022-S14/S15)

**Motion Passed**

3. (2.2) Single Source Procurement of Cultural Arts Restoration Services - SS-2022-176

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 June 21, 2022, related to a Single Source Procurement of Cultural Arts Restoration Services SS-2022-176:

- a) that a single source procurement award for specialized cultural arts restoration services BE APPROVED to Conservation of Sculptures, Monuments and Objects (CSMO) as per The Corporation of the City of London's Procurement Policy, Section 14.4 d) and e), at a total annual estimated cost of \$190,000 (including HST) for the period of July 1, 2022 to June 30, 2024, with the opportunity to extend for four (4) additional two (2) year terms;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in part a) above; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract in relation to the subject matter of this approval. (2022-R08)

**Motion Passed**

4. (2.5) Zoning By-law Patio Review

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 21, 2022, related to the Zoning By-law Patio Review:

- a) the above-noted report BE RECEIVED; and,
- b) a public participation meeting BE HELD at a future meeting of the Community and Protective Services Committee with respect to amending the regulations contained in Section 4.18(6)-Seasonal Outdoor Patios in the Z.-1 Zoning By-law, to allow for greater operational flexibility for local businesses.

**Motion Passed**

5. (2.3) Fire Master Plan Action Plan

Motion made by: M. Cassidy

That, on the recommendation of the Fire Chief and with concurrence from the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 21, 2022, related to the Fire Master Plan Action Plan:

- a) the Fire Master Plan Action Plan, as appended to the above-noted staff report, BE RECEIVED;
- b) the Civic Administration BE DIRECTED to take the necessary actions to update the existing Establishing and Regulating By-law and report back at a future meeting of the Community and Protective Services Committee; and,
- c) the Civic Administration BE DIRECTED to proceed with implementation of the Fire Master Plan Action Plan; it being noted that implementation will be subject to funding approval through future multi-year budget processes. (2022-P03)

**Motion Passed**

7. (4.1) Permission to Use Gibbons Park for an Event

Motion made by: M. Cassidy

That the verbal delegation, from J. Scott-Pearse, with respect to a request for permission to use Gibbons Park for an event, BE RECEIVED and NO ACTION BE TAKEN.

**Motion Passed**

6. (2.4) "RentSafeTO" Program and Complaint Process Improvements

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the staff report, dated June 21, 2022, with respect to the "RentSafeTO" Program and Complaint Process Improvements, BE RECEIVED; it being noted that the communication, as appended to the Added Agenda, from S. Trosow, and the verbal delegation from D. Devine, with respect to this matter, were received. (2022-C10)

Motion made by: J. Helmer

Seconded by: M. Cassidy

That clause 2.4, BE AMENDED, by adding the following new part b):

"b) Civic Administration BE DIRECTED to develop and bring forward a business case for a RentSafe London program for consideration during deliberations on the next multi-year budget. it being noted that:

- i) RentSafeTO employed 33 full-time staff in 2021 and covers ~3,500 rental apartment buildings that are three storeys or taller and include least 10 units;
- ii) the number of building evaluations through RentSafeTO started at 3,421 in 2017 and now averages around 1,500 annually;
- iii) the number of annual building audits (for buildings that score below 50% on an evaluation) started at 42 in 2017 and has now decreased to just 7 audits in 2021;
- iv) the number of similar apartment buildings in London is likely in the range of 7-10% of Toronto's total."

Yeas: (3): J. Helmer, M. Cassidy, and A. Hopkins

Nays: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Absent: (2): M. Salih, and S. Turner

**Motion Failed (3 to 10)**

Motion made by: M. Cassidy

Motion to approve clause 2.4.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, and J. Fyfe-Millar

Nays: (3): A. Hopkins, E. Pelozza, and S. Hillier

Absent: (2): M. Salih, and S. Turner

**Motion Passed (10 to 3)**

8. (5.1) Deferred Matters List

That the Deferred Matters List for the Community and Protective Services Committee, as at June 13, 2022, BE RECEIVED.

Motion made by: M. Cassidy

Motion to approve item 1 of the Deferred Matters List.

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

Recuse: (1): S. Hillier

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 0)**

Motion made by: M. Cassidy

Motion that the remainder of the Deferred Matters List, BE APPROVED.

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

8.3 10th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 10th Report of the Strategic Priorities and Policy Committee, BE APPROVED.

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2021 Performance Report and May 2022 Semi-Annual Progress Report

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the report including the 2021 Performance Report, May 2022 Semi-Annual Progress Report as appended to the staff report dated June 22, 2022, BE RECEIVED for information.

**Motion Passed**

3. (3.1) Housing Development Corporation (HDC) - 2021 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: J. Morgan

That the following actions be taken with respect to the Housing Development Corporation:

- a) on the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2021, BE RECEIVED;
- b) the presentation by M. Espinoza, CEO, Housing Development Corporation BE RECEIVED;
- c) the 2021 Financial Statements BE RECEIVED; and,
- d) the 2021 Update on Strategic Area of Focus BE RECEIVED.

**Motion Passed**

4. (3.2) London and Middlesex Community Housing Inc. (LMCH) - 2021 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 280)

Motion made by: J. Morgan

That the following actions be taken with respect to the London & Middlesex Community Housing:

- a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 22, 2022 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.", BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022;
- b) the presentation by P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;
- c) the 2021 Annual Report BE RECEIVED; and,
- d) the 2021 Financial Statements BE RECEIVED.

**Motion Passed**

5. (4.1) London Community Recovery Network – Recovery Funding Business Cases

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 22, 2022 related to the London Community Recovery Network (LCRN) – Recovery Funding Business Cases:

- a) LCRN Business Cases: A through C BE RECEIVED;
- b) the following funding requests BE APPROVED:
  - i) Business Case #1: Estimating the Size of the Gig Labour Market in London and Area;
  - ii) Business Case #2: London City of Music Expo; and,
  - iii) Business Case #3: City of Music Conference and Events; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required by the City Solicitor, to implement the approved noted in part b) above.

**Motion Passed**

6. (5.1) London: A Place to Call Home

Motion made by: J. Morgan

That the presentation, and associated report, from M. Wallace and J. Zaifman, of London Development Institute and London Home Builders Association, respectively, with respect to "London: A Place to Call Home", BE FORWARDED to the Civic Administration for review, with a request to provide a report back to the appropriate standing committee.

**Motion Passed**

8.4 10th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 10th Report of the Corporate Services Committee BE APPROVED.



Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**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) Recent Legislative Changes

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports that the staff report dated June 20, 2022 regarding recent legislative changes BE RECEIVED for information purposes.

**Motion Passed**

3. (2.3) Amendments to Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 286)

Motion made by: S. Lewis

That on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated June 20, 2022 to amend the "Members of Council Proof of COVID-19 Vaccination Policy", BE INTRODUCED at the Municipal Council Meeting to be held on July 5, 2022.

**Motion Passed**

4. (2.2) Special Projects and New Initiatives Reserve Fund Rationalization Report (Relates to Bill No.'s 258-276)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Special Projects and New Initiatives Reserve Fund Rationalization Report:

a) the Special Projects and New Initiatives Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B" as appended to the staff report dated June 20, 2022;

b) the Special Projects and New Initiatives Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;

c) the Special Projects and New Initiatives Reserve Fund by-laws as appended to the staff report as revised Appendix "D", BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022; and,

d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

**Motion Passed**

5. (4.1) Application - Issuance of Proclamation - Make Canada Gold  
Motion made by: S. Lewis

That based on the application dated May 20, 2022 from Childhood Cancer Canada, September 1, 2022 BE PROCLAIMED as Make Canada Gold.

**Motion Passed**

6. (4.2) Application - Issuance of Proclamation - Srebrenica Genocide Remember Day  
Motion made by: S. Lewis

That based on the application dated June 6, 2022 from Institute for Research of Genocide Canada Bosnian Canadian Islamic Centre London, July 11, 2022 BE PROCLAIMED as Srebrenica Genocide Remember Day.

**Motion Passed**

7. (5.1) Restricted Acts of Council after Nomination Day and Voting Day (Relates to Bill No. 277)  
Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Legal Services, the proposed by-law as appended to the staff report dated June 20, 2022 BE INTRODUCED at the Municipal Council meeting of July 5, 2022, to delegate certain authority, should the Municipal Council's actions be restricted after Nomination Day or Voting Day 2022.

**Motion Passed**

8. (5.2) Mayor's New Year's Honour List Policy (Relates to Bill No. 285)  
Motion made by: S. Lewis

That, the ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022 to amend By-law No. CPOL.-18-214, as amended, being "Mayor's New Year's Honour List Policy", to update the nominating bodies for each category and increase the number of Distinguished Londoners to six (6) to be recognized annually.

**Motion Passed**

8.5 9th Report of the Civic Works Committee

Motion made by: E. Pelozza

Seconded by: M. van Holst

That the Council BE RECESSED at this time.

**Motion Passed**

The Council recesses at 6:27 PM and resumes at 6:55 PM.

At 7:03 PM, His Worship the Mayor places Deputy Mayor J. Morgan in the Chair.

At 7:07 PM, His Worship the Mayor resumes the Chair.

Motion made by: E. Pelozza

That the 9th Report of the Civic Works Committee, BE APPROVED.

Yeas: (13): Mayor E. Holder, 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

Absent: (2): M. Salih, and S. Turner

**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) Appointment of Consulting Engineers for the Infrastructure Renewal Program

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 June 21, 2022, related to the appointment of consulting engineers for the Infrastructure Renewal Program:

a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy:

i) MTE Consultants BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment A, Foster Avenue from Oxford Street to Edinburgh Street, in the total amount of \$290,236.32, including contingency, excluding HST;

ii) Spriet Associates BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment B, Platts Lane from Oxford Street to Cherryhill Place, in the total amount of \$415,712.00, including contingency, excluding HST;

- iii) Dillon Consulting Limited BE APPOINTED consulting engineers to complete the pre-design, detailed design, and construction administration of Assignment C, Regent Street from Maitland Street to Colborne Street and Fraser Avenue from Regent Street to Huron Street reconstruction, in the total amount of \$478,167.58, including contingency, excluding HST;
- iv) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of Assignment D, Leonard Street from Burdick Place to Second Street and Second Street from South of Leonard Avenue to North of Pottersburg Creek reconstruction, in the total amount of \$294,074.00, including contingency, excluding HST;
- v) AECOM Canada Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of Assignment E, York Street from Clarence Street to Colborne Street reconstruction, in the total amount of \$498,875.00, including contingency, excluding HST;
- 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 approval 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-A05)

**Motion Passed**

- 3. (2.4) Updates: Blue Box Transition and Next Steps (Relates to Bill No. 279)

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 June 21, 2022, related to the Blue Box transition process:

- a) the proposed by-law, as appended to the above-noted staff report, being “A by-law to authorize the Deputy City Manager, Environment and Infrastructure to respond to requests for proposals, negotiate and enter into any new service agreements or amending existing City of London service agreements with any Producer Responsibility Organization(s) registered with the Resource Productivity Recovery Authority, and/or their designate”, BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022;
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee with the outcome of negotiations and any executed contract(s) that occur with registered Producer Responsibility Organizations and/or their designate pursuant to clause a) above;
- c) the Deputy City Manager, Environment and Infrastructure and/or their designate BE DIRECTED to enter into discussions with

the Producer Responsibility Organization responsible for London and area and/or their designate, on their potential interest in using any of the City of London's recycling related infrastructure and assets in particular the City-owned Material Recovery Facility during the transition phase (July 1, 2023 to December 31, 2025) and post-transition phase (2026 and beyond) for operational efficiency purposes, economic opportunities, job creation opportunities, and how costs associated with existing capital and new capital investment would be paid, leased and/or shared; and,

d) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee with the next steps for City of London's Blue Box related infrastructure and assets in particular the City-owned Material Recovery pursuant to clause c) above. (2022-E07)

**Motion Passed**

4. (2.2) Participation in Canadian Home Builders' Association Project - Towards Cost-Effective Net-Zero Energy Ready Residential Renovations (Relates to Bill No. 278)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure and the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated June 21, 2022, BE INTRODUCED at the Municipal Council meeting to be held on July 5, 2022, to authorize and approve a Memorandum of Understanding between the Canadian Home Builders' Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (2022-D04)

**Motion Passed**

5. (2.3) Updates: Green Bin Program Implementation

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated June 21, 2022, related to the Green Bin Program Implementation updates BE RECEIVED for information. (2022-E07)

**Motion Passed**

6. (4.1) Participation in Provincial Cargo E-bike Pilot

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 June 21, 2022, related to the City of London's potential participation in the Province of Ontario's Cargo E-bike pilot program:

a) the above-noted staff report BE RECEIVED for information;

- b) the Civic Administration BE AUTHORIZED to advise the Province of Ontario that the City of London will be participating in both the commercial and personal components of the Cargo E-bike Pilot Program;
- c) the Civic Administration BE AUTHORIZED to update relevant municipal by-laws to incorporate cargo e-bikes for personal use and to bring back the proposed by-law amendments to a future meeting of the Civic Works Committee; and,
- d) the Civic Administration BE AUTHORIZED to develop a commercial use cargo e-bike pilot program, including licencing, permitting and by-law amendments and bring back a staff report related to this matter to a future meeting of the Civic Works Committee. (2022-T10)

**Motion Passed**

7. (4.2) Participation in Provincial E-scooter Pilot

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 June 21, 2022, related to the City of London's participation in the Province of Ontario's electric kick-style e-scooter pilot:

- a) the above-noted staff report BE RECEIVED for information;
- b) the Civic Administration BE AUTHORIZED to advise the Province of Ontario that the City of London will be participating in the personal e-scooter portion of the Provincial pilot, subject to approval of Municipal Council, and will not be participating in the e-scooter share program; it being noted that the Provincial pilot ends December 2024;
- c) the Civic Administration BE AUTHORIZED to update relevant municipal by-laws to incorporate e-scooters for personal use and bring back a staff report of proposed by-law amendments to a future meeting of the Civic Works Committee and the Civic Administration BE DIRECTED to consider suggestions from the communications and comments from the delegations heard by the Civic Works Committee, with respect to the Participation in Provincial E-scooter Pilot, as they prepare the appropriate by-law amendments;
- d) the Civic Administration BE DIRECTED to monitor other municipalities involved with the Provincial e-scooter share program for the purpose of obtaining details pertinent to such plans as the Climate Emergency Action Plan, Mobility Master Plan, and The London Plan; and,
- e) the delegations heard by the Civic Works Committee and communications, with respect to the Participation in Provincial E-scooter Pilot, BE RECEIVED;

it being noted that the communications from the following individuals, with respect to this matter, were received:

- V. Lubrano III; and,
- S. Elford. (2022-T10)

**Motion Passed**

8. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at June 13, 2022, BE RECEIVED.

**Motion Passed**

8.6 3rd Report of the Audit Committee

Motion made by: J. Morgan

That the 3rd Report of the Audit Committee, BE APPROVED.

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) 2021 Financial Audit

Motion made by: J. Morgan

That the following actions be taken:

a) the 2021 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2021, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

**Motion Passed**

3. (4.2) Presentation - Internal Audit Plan - MNP

Motion made by: J. Morgan

That the presentation from MNP, with respect to the internal audit plan BE RECEIVED.

**Motion Passed**

4. (4.3) Internal Audit Charter - MNP

Motion made by: J. Morgan

That the communication from MNP, with respect to the internal audit charter, BE RECEIVED.

**Motion Passed**

5. (4.4) Internal Audit Follow-Up Activities Dashboard as of June 6, 2022 - MNP

Motion made by: J. Morgan

That the communication on the agenda and the revised communication on the added agenda from MNP, with respect to the internal audit follow up activities dashboard as of June 6, 2022 and June 10, 2022 BE RECEIVED.

**Motion Passed**

**9. Added Reports**

9.1 10th Report of Council in Closed Session

Motion made by: J. Fyfe-Millar

Seconded by: P. Van Meerbergen

1. Tourism Relief Fund – Contribution Agreement

That, on the recommendation of the Deputy City Manager, Finance Supports, the Civic Administration BE DIRECTED to take the following actions with respect to the staff report, dated June 21, 2022, related to the Tourism Relief Fund – Contribution Agreement:

a) undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Contribution Agreement, as appended to the above-noted staff report, for the Tourism Relief Fund between Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and,

b) delegate the necessary authority to the Civic Administration with regards to reports, documents and certificates required under the above-noted Agreement.

5. Offer to Purchase Industrial Land – Odd Burger Corporation – Innovation Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City owned industrial land located in Innovation Park Phase II being composed of Part of Block 1 (subject to final survey) located in the City of London, County of Middlesex and further being part of PIN 081970320, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Odd Burger Corporation under the corporate name Globally Local Real Estate Inc. (the “Purchaser”) to purchase 5.5 acres of the subject property from the City, at a purchase price of \$632,500.00 BE ACCEPTED, reflecting a sale price of \$115,000.00 per acre, subject to the conditions and terms set out in the Agreement.



6. Lease Amending and Extension Agreement – 1021 Wonderland Road South, Unit #C

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director of Municipal Compliance and on the advice of the Director, Realty Services, with respect to the Lease Amending and Extension Agreement for the lease of commercial space located at 1021 Wonderland Road South, Unit #C, the Lease Amending and Extension Agreement between the City and 13480142 Canada Inc. (the “Landlord”) attached as Appendix “A”, for lease of approximately 1,644 square feet of deemed rentable area, located at 1021 Wonderland Road South Unit C, for an extension term of Five (5) years, BE APPROVED.

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

Motion made by: J. Fyfe-Millar

Seconded by: S. Lewis

2. Property Acquisition – 19 Raywood Avenue – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 19 Raywood Avenue, further described as Part of Lot 35, Plan 467(4th) as in Inst. No. 840594, City of London, County of Middlesex, being all of PIN 08358-0101 (LT), containing an area of approximately 6,060 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Tatiana Natasha Tielemans and Alexandra Coros (the “Vendor”), to sell the subject property to the City, for the sum of \$571,500.00 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”.

3. Property Acquisition – North of Front Street East Side of Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at North of Front Street East Side of Wellington Road, further described as PT LT 1, PL 11(4th) As in 625863; London, S/T 756609, being all of PIN 08357-0003, containing an area of approximately 2,927.78 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Jim Pattison Enterprises Ltd (the “Vendor”), to sell the subject property to the City, for the sum of \$150,000.00 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”.

#### 4. Property Acquisition – 1 Kennon Place – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 1 Kennon Place, further described as Lot 9, Plan 449 (4th), being all of PIN 08357-0026 (LT), containing an area of approximately 2,734.03 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by Peter Alexander Taillon (the “Vendor”), to sell the subject property to the City, for the sum of \$525,000.00 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”.

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

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 1)**

#### 10. Deferred Matters

None.

#### 11. Enquiries

Councillor A. Hopkins enquires with respect to the process to review the Fire Works By-law. The Deputy City Manager, Neighbourhood and City-wide Services provides information about the next steps for community survey, draft staff report, public feedback, and final report to Council.

Councillor M. van Holst enquires with respect to urban encampments, shelter capacity, and transitional housing. The Director, Housing Stability Services provides information on the supports provided to address these issues in the community.

#### 12. Emergent Motions

None.

#### 13. By-laws

Motion made by: P. Van Meerbergen

Seconded by: M. Hamou

That Introduction and First Reading of Bill No.’s 258 to 303, inclusive and the added Bill No.’s 307 to 309, and excluding Bill No.’s 260, 284, and 301, BE APPROVED.

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

Motion made by: S. Hillier  
Seconded by: J. Fyfe-Millar

That Second Reading of Bill No.'s 258 to 303, inclusive and the added Bill No.'s 307 to 309, and excluding Bill No.'s 260, 284, and 301, BE APPROVED.

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

Motion made by: A. Hopkins  
Seconded by: S. Lehman

That Third Reading and Enactment of Bill No.'s 258 to 303, inclusive and the added Bill No.'s 307 to 309, and excluding Bill No.'s 260, 284, and 301, BE APPROVED.

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

Absent: (2): M. Salih, and S. Turner

**Motion Passed (13 to 0)**

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

That Introduction and First Reading of the Bill No. 260 BE APPROVED.

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

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 0)**

Motion made by: S. Lehman  
Seconded by: M. Cassidy

That Second Reading of the Bill No. 260 BE APPROVED.

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

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 0)**

Motion made by: E. Pelozza

Seconded by: M. Hamou

That Third Reading and Enactment of the Bill No. 260 BE APPROVED.

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

Recuse: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 0)**

Motion made by: E. Pelozza

Seconded by: S. Hillier

That Introduction and First Reading of the Bill No.'s 284 and 301 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

**Motion Passed (10 to 3)**

Motion made by: S. Lewis

Seconded by: S. Lehman

That Second Reading of the Bill No.'s 284 and 301 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

**Motion Passed (10 to 3)**

Motion made by: S. Lewis

Seconded by: E. Pelozza

That Third Reading and Enactment of the Bill No.'s 284 and 301 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Hamou, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (3): J. Helmer, M. Cassidy, and A. Hopkins

Absent: (2): M. Salih, and S. Turner

**Motion Passed (10 to 3)**

Motion made by: M. Hamou  
Seconded by: S. Hillier

That Introduction and First Reading of Added Bill No.'s 304 to 306, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 1)**

Motion made by: J. Fyfe-Millar  
Seconded by: A. Hopkins

That Second Reading of Added Bill No.'s 304 to 306, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 1)**

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

That Third Reading and Enactment of Added Bill No.'s 304 to 306, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (2): M. Salih, and S. Turner

**Motion Passed (12 to 1)**

Motion made by: J. Fyfe-Millar  
Seconded by: E. Pelozza

That Introduction and First Reading of Added Bill No. 310, BE APPROVED.

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

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

**Motion Passed (11 to 2)**

Motion made by: M. Hamou  
Seconded by: E. Peloza

That Second Reading of Added Bill No. 310, BE APPROVED.

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

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

**Motion Passed (11 to 2)**

Motion made by: S. Hillier  
Seconded by: J. Fyfe-Millar

That Third Reading and Enactment of Added Bill No. 310, BE APPROVED.

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

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): M. Salih, and S. Turner

**Motion Passed (11 to 2)**

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

Bill No. 258	By-law No. A.-8256-177 - A by-law to confirm the proceedings of the Council Meeting held on the 5th day of July, 2022. (City Clerk)
Bill No. 259	By-law No. A.-8257-178 - A by-law to establish the Animal Services Reserve Fund and to repeal and replace By-law No. A.-8011-185 being "A by-law to establish the Animal Welfare Reserve Fund." (2.2/10/CSC)
Bill No. 260	By-law No. A.-8258-179 - A by-law to establish the Child Care and Early Childhood Development Reserve Fund and to repeal and replace By-law No. A.-6945-139, as amended, being "A by-law to establish the Child Care and Early Childhood Development Reserve Fund". (2.2/10/CSC)
Bill No. 261	By-law No. A.-8259-180 - A by-law to establish the Community Improvement Program Reserve Fund and to repeal By-law No. A.-6868-272 being "A by-law to establish the Community Improvement Program – Grant Reserve Fund" and repeal and replace By-law No. A.-6867-271 being "A by-law to establish the Community Improvement Program – Loan Reserve Fund." (2.2/10/CSC)
Bill No. 262	By-law No. A.-8260-181 - A by-law to establish the Dearness Home Gift Reserve Fund and to repeal and replace By-law No. A.-8013-187 being "A by-law to establish the Dearness Home Gift Reserve Fund." (2.2/10/CSC)
Bill No. 263	By-law No. A.-8261-182 - A by-law to establish the Economic Development Reserve Fund and to repeal and replace By-law No. A.-7729-217 being "A by-law to establish the Economic Development Reserve Fund and to repeal and replace By-law A.-6514-123 being "A by-law to establish the Economic Development Reserve Fund." (2.2/10/CSC)
Bill No. 264	By-law No. A.-8262-183 - A by-law to establish the Golf Course Reserve Fund. (2.2/10/CSC)
Bill No. 265	By-law No. A.-8263-184 - A by-law to establish the Municipal Election Reserve Fund and to repeal and replace By-law No. A.-8014-188 being "A by-law to establish the Municipal Election Reserve Fund." (2.2/10/CSC)
Bill No. 266	By-law No. A.-8264-185 - A by-law to establish the Affordable Housing Reserve Fund and to repeal and replace By-law No. A.-6040-646 being "A by-law to establish the New Affordable Housing Reserve Fund." (2.2/10/CSC)
Bill No. 267	By-law No. A.-8265-186 - A by-law to establish the Cultural Prosperity Reserve Fund. (2.2/10/CSC)
Bill No. 268	By-law No. A.-8266-187 - A by-law to establish the Horton Street Environmental Reserve Fund and to repeal and replace By-law No. A.-7199-364 being "A by-law to establish the PUC Environmental Reserve Fund." (2.2/10/CSC)

Bill No. 269	By-law No. A.-8267-188 - A by-law to establish the Automated Enforcement Reserve Fund and to repeal and replace By-law No. A.-8018-192 being "A by-law to establish the Red Light Camera Program Reserve Fund." (2.2/10/CSC)
Bill No. 270	By-law No. A.-8268-189 - A by-law to establish the Social Housing Reserve Fund. (2.2/10/CSC)
Bill No. 271	By-law No. A.-8269-190 - A by-law to establish the Social Services Reserve Fund and to repeal and replace By-law No. A.-7194-350 being "A by-law to establish the Social Services Reserve Fund and to repeal the Consolidated Verification Process Reserve Fund, By-law A.-5955-26." (2.2/10/CSC)
Bill No. 272	By-law No. A.-8270-191 - A by-law to establish the Tourism Infrastructure Reserve Fund and to repeal and replace By-law No. A.-7756-262 being "A by-law to establish the Tourism Infrastructure Reserve Fund." (2.2/10/CSC)
Bill No. 273	By-law No. A.-8271-192 - A by-law to establish the Sump Pump, Sewage Ejector and Storm PDC Grant Program Reserve Fund and to repeal and replace By-law No. A.-6404-273 being "A by-law to establish the Sump Pump, Sewage Ejector and Storm PDC Grant Program Reserve Fund." (2.2/10/CSC)
Bill No. 274	By-law No. A.-8272-193 - A by-law to establish the Lead Service Extension Replacement Loan Program Reserve Fund. (2.2/10/CSC)
Bill No. 275	By-law No. A.-8273-194 - A by-law to establish the Water Customer Assistance Reserve Fund and to repeal and replace By-law No. A.-6969-185 being "A by-law to establish the Water Customer Assistance Reserve Fund." (2.2/10/CSC)
Bill No. 276	By-law No. A.-8274-195 - A by-law to repeal By-law No. A.-6328-88, being "A by-law to establish the Creative City Reserve Fund"; By-law No. A.-8015-189 being "A by-law to establish the Official Plan Reserve Fund"; By-law No. A.-8016-190 being "A by-law to establish the Tree Bank Reserve Fund"; and By-law No. A.-6618-67, being "A by-law to provide for the Disconnection of Sewer Cross-Connection Loan Program Reserve Fund." (2.2/10/CSC)
Bill No. 277	By-law No. A.-8275-196 - A by-law to authorize the delegation of authority to the City Manager for certain acts of Council after Nomination Day for the 2022 Municipal Election, should the City Clerk determine that the incoming Council will include less than three quarters of the members of the outgoing Council. (5.1/10/CSC)
Bill No. 278	By-law No. A.-8276-197 - A by-law to authorize and approve a Memorandum of Understanding between the Canadian Home Builders' Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (2.2/9/CWC)



Bill No. 279	By-law No. A.-8277-198 - A by-law to authorize the Deputy City Manager, Environment & Infrastructure to respond to requests for proposals, negotiate and enter into any new service agreements or amending existing City of London service agreements with any Producer Responsibility Organization(s) registered with the Resource Productivity Recovery Authority, and/or their designate. (2.4a/9/CWC)
Bill No. 280	By-law No. A.-8278-199 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/10/SPPC)
Bill No. 281	By-law No. A.-8279-200 - A by-law to delegate Council's authority with respect to approvals for zoning by-law amendments that are of a minor nature under Section 39.2 of the Planning Act, R.S.O. 1990, c.P.13. (3.3b/12/PEC)
Bill No. 282	By-law No. C.P.-1512(bl)-201 - A by-law to amend the Official Plan for the City of London, 2016 relating to the Southwest Area Secondary Plan. (3.2/12/PEC)
Bill No. 283	By-law No. C.P.-1512(bm)-202 - A by-law to amend The Official Plan for the City of London, 2016 relating to new delegation and alternative measures for public consultation pursuant Bill 13. (3.3a/12/PEC)
Bill No. 284	By-law No. C.P.-1512(bn)-203 - A by-law to amend the Official Plan for the City of London, 2016 relating to 84-86 St. George and 175-197 Ann Street. (3.5a/12/PEC)
Bill No. 285	By-law No. CPOL.-18(e)-204 - A by-law to amend By-law No. CPOL.-18-214, as amended, being "Mayor's New Year's Honour List Policy" to update the nominating bodies for each category. (5.2/10/CSC)
Bill No. 286	By-law No. CPOL.-407(b)-205 - A by-law to amend By-law No. CPOL.-407-321, being "Members of Council Proof of COVID-19 Vaccination Policy" by deleting and replacing Schedule "A". (2.3/10/CSC)
Bill No. 287	By-law No. S.-6189-206 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Windermere Road west of Corley Drive) (Chief Surveyor – for road dedication purposes pursuant to SP15-009524)
Bill No. 288	By-law No. S.-6190-207 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Street, south of Bathurst Street) (Chief Surveyor – for road dedication purposes pursuant to Consent B.038/17)
Bill No. 289	By-law No. S.-6191-208 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Grey Street east of Maitland Street) (Chief Surveyor – for road dedication purposes pursuant to Consent B.027/21)

Bill No. 290	By-law No. S.-6192-209 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron Street between Waterloo and Colborne Streets) (Chief Surveyor – for road dedication purposes pursuant to Consent B.034/16)
Bill No. 291	By-law No. S.-6193-210 - A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Bradley Avenue. (Chief Surveyor – for road dedication purposes pursuant to the Bradley Avenue Extension project)
Bill No. 292	By-law No. S.-6194-211 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street East west of Industrial Road) (Chief Surveyor – for road dedication purposes pursuant to SPA21-067)
Bill No. 293	By-law No. S.-6195-212 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Montgomery Road) (Chief Surveyor – for road dedication purposes pursuant to SPA19-018)
Bill No. 294	By-law No. S.-6196-213 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Southport Crescent; as widening to Southport Crescent and Chelton Road; as part of Evans Boulevard; as part of Candice Road; and as part of Fairchild Road) (Chief Surveyor – registration of 33M-818 requires 0.3m reserves on abutting plans 33M-756 and 33M-789 for unobstructed legal access through the subdivision)
Bill No. 295	By-law No. S.-6197-214 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sunningdale Road West, west of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to Consent B.048/15)
Bill No. 296	By-law No. S.-6198-215 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South north of Wharncliffe Road South) (Chief Surveyor – for road dedication purposes pursuant to SPA17-101)
Bill No. 297	By-law No. S.-6199-216 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wellington Road north of Wilkins Street; and Wilkins Street west of Wellington Road) (Chief Surveyor – for road dedication purposes pursuant to SPA17-006)
Bill No. 298	By-law No. Z.-1-223036 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for a portion of the lands located at 1284 and 1388 Sunningdale Road West. (2.2/12/PEC)
Bill No. 299	By-law No. Z.-1-223037 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 660 Sunningdale Road East. (3.1/12/PEC)

Bill No. 300	By-law No. Z.-1-223038 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 991 Sunningdale Road West. (3.4/12/PEC)
Bill No. 301	By-law No. Z.-1-223039 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 84-86 St. George and 175-197 Ann Street. (3.5b/12/PEC)
Bill No. 302	By-law No. Z.-1-223040 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 599-601 Richmond Street. (3.7a/12/PEC)
Bill No. 303	By-law No. Z.-1-223041 - A by-law to amend By-law No. Z.-1 to rezone lands located at 801 Sarnia Road. (3.8a/12/PEC)
Bill No. 304	By-law No. A.-8280-217 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Tatiana Natasha Tielemans and Alexandra Coros, for the acquisition of the property located at 19 Raywood Avenue, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)
Bill No. 305	By-law No. A.-8281-218 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Jim Pattison Enterprises Ltd, for the acquisition of the property located at North of Front Street East Side of Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/10/CSC)
Bill No. 306	By-law No. A.-8282-219 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Peter Alexander Taillon, for the acquisition of the property located at 1 Kennon Place, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/10/CSC)
Bill No. 307	By-law No. A.-8283-220 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Globally Local Real Estate Inc., for the sale of the City owned industrial land located in Innovation Park Phase II being composed of Part of Block 1 (subject to final survey) located in the City of London County of Middlesex and further being part of PIN 081970320, containing an area of approximately 5.5 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/10/CSC)
Bill No. 308	By-law No. A.-8284-221 - A by-law to authorize and approve a Lease Extension and Amending Agreement between The Corporation of the City of London and 13480142 Canada Inc., for the commercial space located at 1021 Wonderland Road South, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/10/CSC)

Bill No. 309	By-law No. A.-8285-222 - A by-law to approve a Contribution Agreement between the Her Majesty the Queen in Right of Canada hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario and The Corporation of the City of London (“Agreement”); and to authorize the Mayor and City Clerk to execute the Agreement. (6.1/8/CPSC)
Bill No. 310	By-law No. Z.-1-223042 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 689 Oxford Street West. (3.6b/12/PEC)

**14. Adjournment**

Motion made by: A. Hopkins

Seconded by: M. Hamou

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 7:48 PM.

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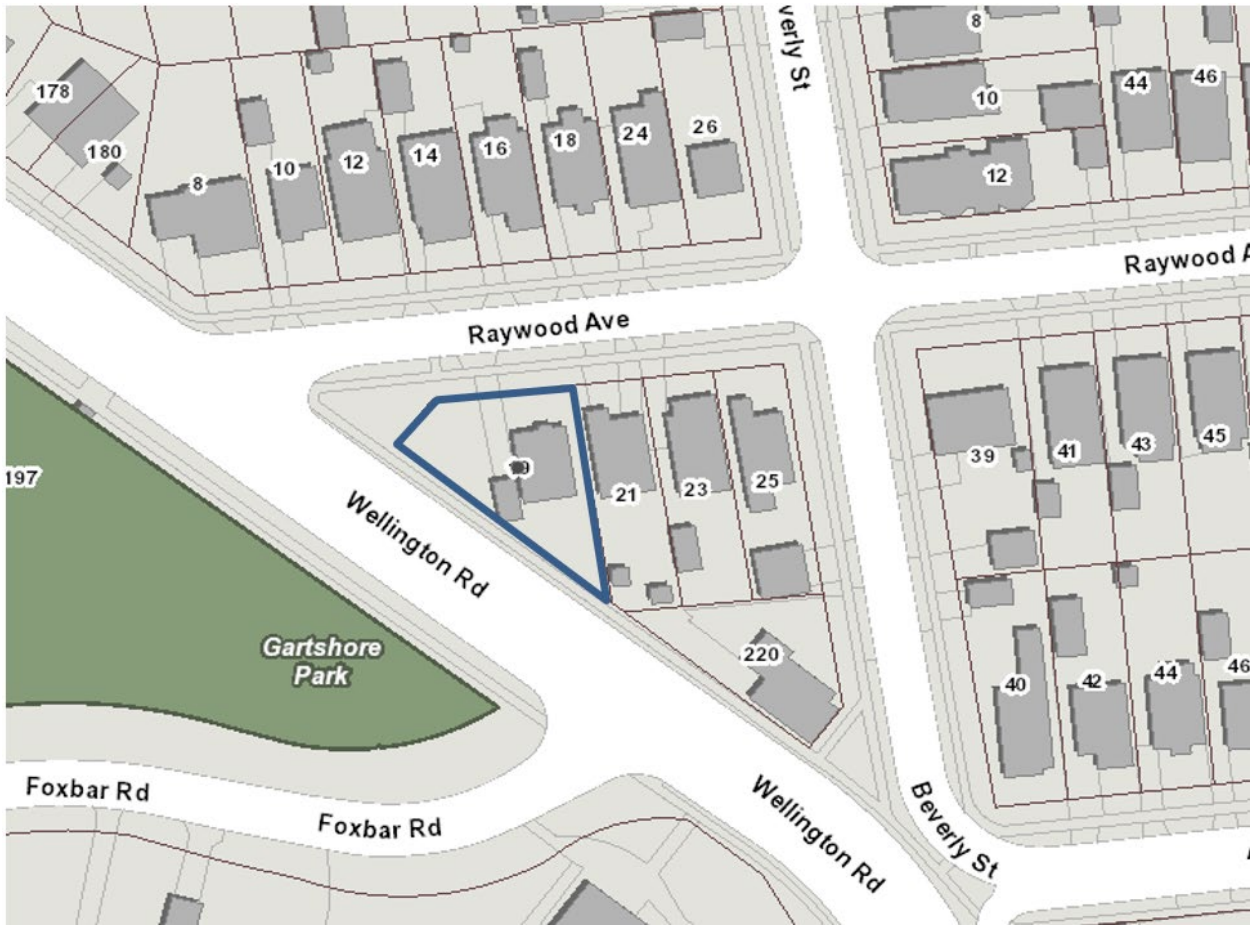
Ed Holder, Mayor

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Michael Schulthess, City Clerk

Appendix B – Location Map

19 Raywood Avenue



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDORS:** TATIANA NATASHA TIELEMANS AND  
ALEXANDRA COROS

**REAL PROPERTY:**

Address: 19 Raywood Avenue, London, ON N6C 1Y4

Location: South side of Raywood Avenue, East side of Wellington

Measurements: 562.98 m<sup>2</sup>/ 6,060 ft<sup>2</sup> (72' x 107'x irregular)

Legal Description: Part of Lot 35, Plan 467(4<sup>th</sup>),  
as in Inst. No. 840594,  
City of London, County of Middlesex,  
being all of PIN 08358-0101 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendors in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED AND SEVENTY-ONE THOUSAND, FIVE HUNDRED DOLLARS CDN (\$571,500) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) 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" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendors until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **July 8<sup>th</sup> 2022**, after which date, if not accepted by Council, 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 **January 6<sup>th</sup> 2023** (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 **January 20<sup>th</sup> 2023**. 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:** The Vendor and the Purchasers 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. 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 Vendors and which Vendors are 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 the 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 Vendors. If requested by the Purchaser, the Vendors 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 the Vendors 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 the Vendors 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 Vendors.
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 the Vendors under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if the Vendors delivers on completion the prescribed certificate or a statutory declaration that Vendors are 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 Vendors 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 Vendors 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:** Vendors warrant 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 Vendors 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 Vendors and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendors 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 Vendors. 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.

We, the undersigned Vendors agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

DS  


Witness:

DS  


Witness:

DocuSigned by:  
  
 8556B0B6E8AC4D9

Tatiana Natasha Tielemans

6/6/2022

Date

DocuSigned by:  
  
 0C02E50144D44EA

Alexandra Coros

6/6/2022

Date

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 No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

VENDOR'S LAWYER: David Amin, Amin Law Professional Corporation, info@davidaminlaw.com

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082



#### SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendors. Pending completion, the Vendors shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendors shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendors may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 8th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made by the Vendors within one year of the Completion Date of this transaction, and such expenses are pre-approved by the City at their sole discretion. The Vendors shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendors an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$28,500, upon completion of this transaction.
7. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
8. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.28* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials, all chattels, fixtures, and rental items including hot water heater upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **RENTAL ITEMS/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any equipment, which shall be paid out prior to closing.

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22093

June 20, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 19 Raywood Avenue  
Wellington Gateway Project  
(Subledger LD180028)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Tatiana Natasha Tielemans and Alexandra Coros

### 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:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
Land Purchase	18,032,900	13,613,148	623,553	3,796,199
<b>Total Expenditures</b>	<b>\$18,032,900</b>	<b>\$13,613,148</b>	<b>\$623,553</b>	<b>\$3,796,199</b>

### Sources of Financing

Capital Levy	1,896,342	1,431,560	65,573	399,209
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	12,181,588	557,980	3,396,990
<b>Total Financing</b>	<b>\$18,032,900</b>	<b>\$13,613,148</b>	<b>\$623,553</b>	<b>\$3,796,199</b>

### Financial Note:

Purchase Cost	\$571,500
Add: Legal Fees etc.	33,500
Add: Land Transfer Tax	7,905
Add: HST @13%	78,650
Less: HST Rebate	<u>-68,002</u>
Total Purchase Cost	\$623,553

**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.



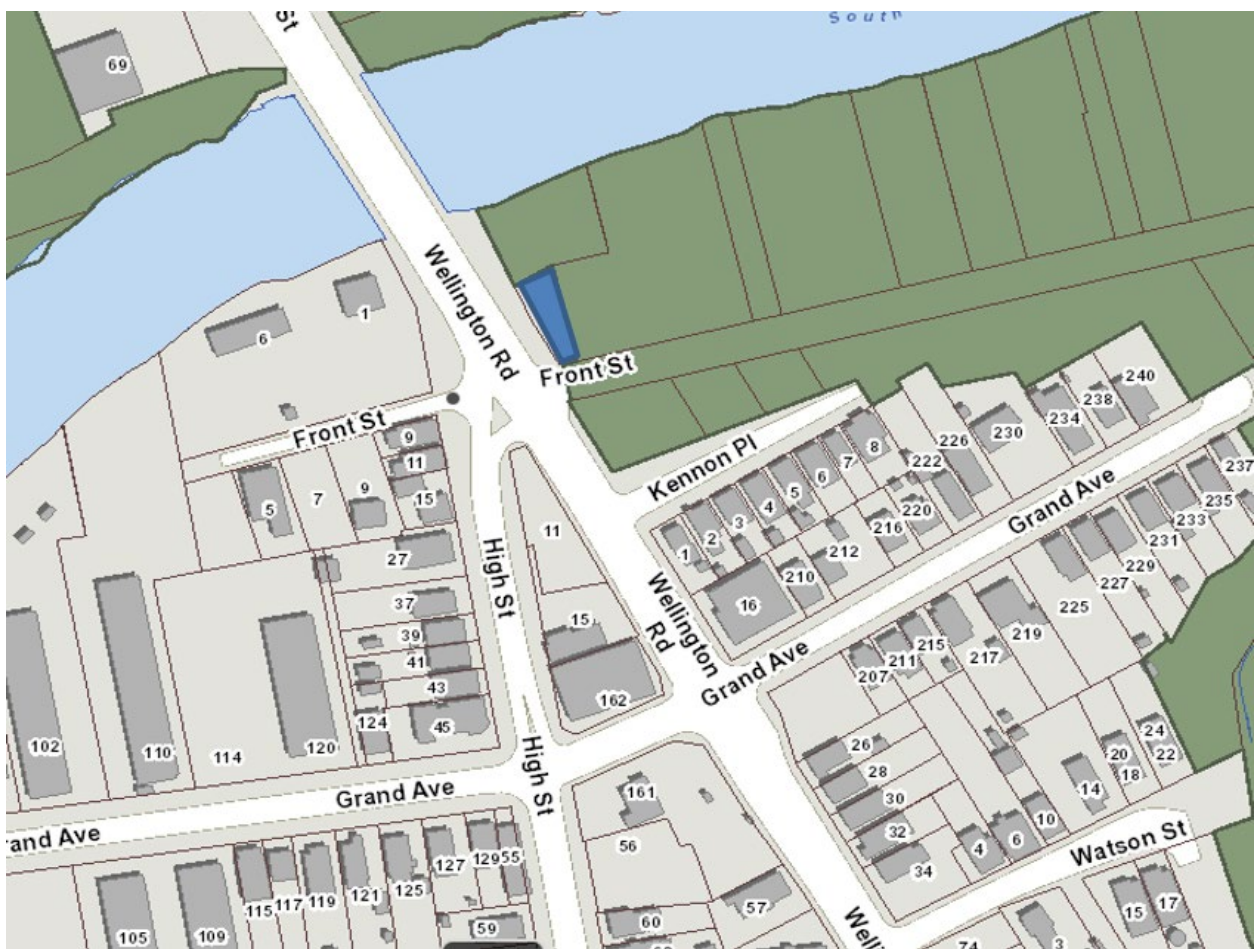
Jason Davis

Manager of Financial Planning & Policy

km

**Appendix B – Location Map**

North of Front Street East Side of Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** JIM PATTISON ENTERPRISES LTD.

**REAL PROPERTY:**

Address: NE Front Street at Wellington Rd, London ON

Location: East side of Wellington Road, North of Front Street

Measurements: approximately 272 m<sup>2</sup>/ 2,927.78 ft<sup>2</sup>

Legal Description: PT LT 1, PL 11(4<sup>TH</sup>)  
As in 625863; LONDON, S/T 756609, if any  
being all of PIN 08357-0003, (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 ONE HUNDRED AND FIFTY THOUSAND DOLLARS CDN (\$150,000.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, by certified cheque or wire transfer to the Vendor's solicitors, Fasken, Martineau, DuMoulin LLP, 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" 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 July 8<sup>th</sup>, 2022, after which date, if not accepted by Council, 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 October 7<sup>th</sup>, 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.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on October 21<sup>st</sup>, 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. The Vendor shall be exempted from collecting HST from the Purchaser in connection with this transaction. If the Purchaser, or the "recipient" as that term is defined in the *Excise Tax Act (Canada)*, as amended from time to time (the "Act"), as the case may be, is a registrant under the Act, and in that event the Purchaser shall file returns and remit any required HST to the applicable authority under the Act when and to the extent required by the Act. The Purchaser shall indemnify the Vendor from any liability of the Vendor under the Act arising because of a breach of the obligation of the Purchaser set out in this Section or arising under the Act or any inaccuracy, misstatement or misrepresentation made by the Purchaser in the HST Certificate provided for below, together with all losses, costs and expenses resulting from such breach, inaccuracy, misstatement or misrepresentation. On or prior to closing, the Purchaser shall provide the Vendor with a certificate confirming that the Purchaser is registered pursuant to the Act for the purposes of paying and receiving HST in Canada and that such registration has not been varied, cancelled or revoked, and which certificate shall set out the Purchaser's registration number under the Act with respect to HST (the "HST Certificate"). The Purchaser's obligations under this Section 9 shall not merge on, but shall survive the closing of this transaction.
10. **FUTURE USE:** The 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 restrictions and encumbrances, except as

otherwise specifically provided in this Agreement. 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, 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 the 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, the 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.

I, the undersigned Vendor agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

JIM PATTISON ENTERPRISES LTD.

  
Witness: Sharon Jones

  
Name: David Bell  
Title: Vice-President  
I have authority to bind the Corporation.

  
Date

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 No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

VENDOR'S LAWYER: P. Martin Emmons, Partner, Fasken Martineau DuMoulin, LLP 416-868-3473 Fax 416-364-7813

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

## SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property prior to the closing of this Agreement.
4. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 90 days from the date of acceptance of this Agreement 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. Upon discovering any issues with the condition of the Property, as determined by the Purchaser in their sole discretion, the Purchaser may provide notice to the Vendor in writing within the 90 day period that this Agreement shall be at an end and all monies therefore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any notice provided within such time, the Purchaser shall be conclusively deemed to have waived this condition. The Purchaser shall indemnify and save the Vendor harmless from and against any and all claims, suits, proceedings, liabilities, obligations, losses, damages, costs and expenses which the Vendor may suffer or incur as a result of any damage to the Property caused by any tests conducted in respect of the Property by or on behalf of the Purchaser and the repair of any damage to the Property, and also from any personal injury (including death) caused by or occurring during any such tests or the repair of any damage to the Property caused by such tests. The indemnity and repair provisions contained in this Section 4 shall survive the termination and completion of this Agreement.
5. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
6. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act* R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
7. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22094

June 20, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, North of Front Street East Side of Wellington Road  
Wellington Gateway Project  
(Subledger LD220058)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Jim Pattison Enterprises Ltd.

### 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
Land Purchase	18,032,900	14,236,701	158,953	3,637,246
<b>Total Expenditures</b>	<b>\$18,032,900</b>	<b>\$14,236,701</b>	<b>\$158,953</b>	<b>\$3,637,246</b>

### Sources of Financing

Capital Levy	1,896,342	1,497,133	16,716	382,493
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	12,739,568	142,237	3,254,753
<b>Total Financing</b>	<b>\$18,032,900</b>	<b>\$14,236,701</b>	<b>\$158,953</b>	<b>\$3,637,246</b>

### Financial Note:

Purchase Cost	\$150,000
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	1,225
Add: HST @13%	20,150
Less: HST Rebate	<u>-17,422</u>
Total Purchase Cost	\$158,953

**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.



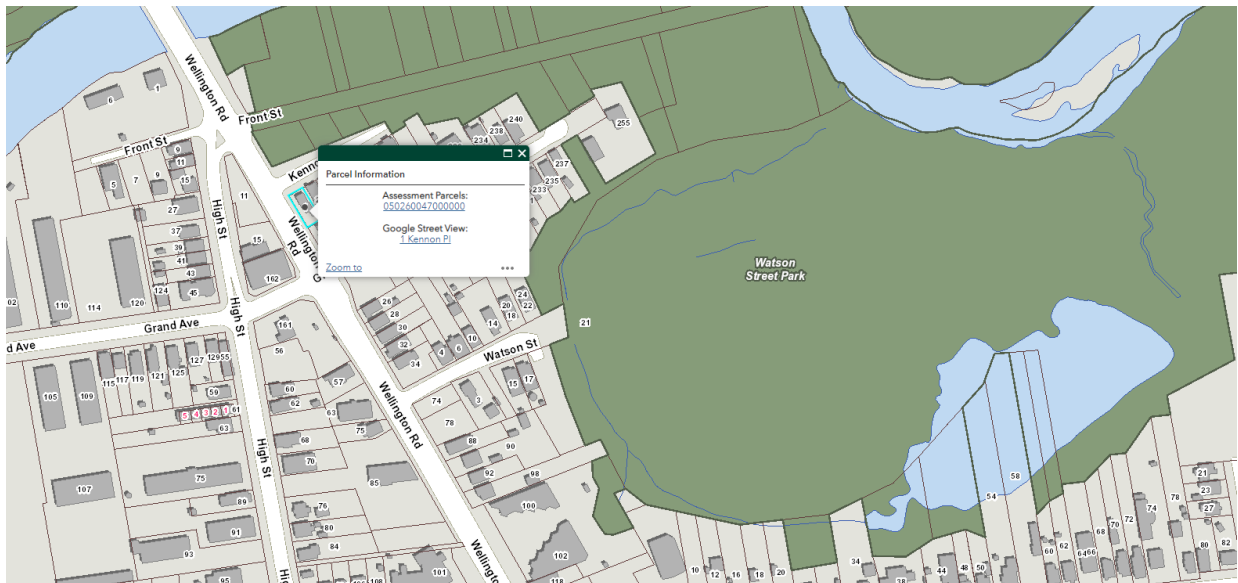
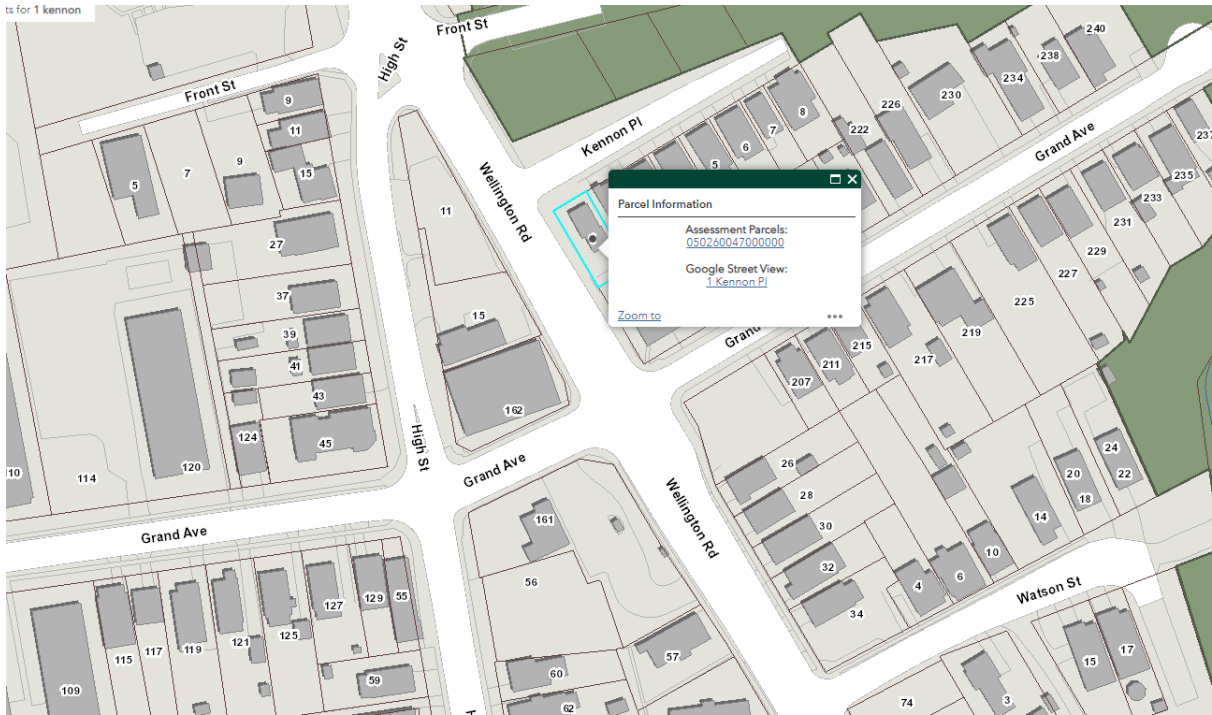
Jason Davis  
Manager of Financial Planning & Policy

km



# Appendix B – Location Map

## 1 Kennon Place



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** PETER ALEXANDER TAILLON

**REAL PROPERTY:**

Address 1 Kennon Place, London, ON N6C 1K7

Location East side of Wellington Road, South of Kennon Place

Measurements approximately 253.99 m<sup>2</sup>/ 2,734.03 ft<sup>2</sup>

Legal Description: Lot 9, Plan 449 (4<sup>th</sup>), in the City of London, County of Middlesex, being all of PIN 08357-0026 (LT), (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 **FIVE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS CDN** (\$525,00.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) 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" 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 **July 8<sup>th</sup>, 2022**, after which date, if not accepted by Council, 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 **July 29<sup>th</sup>, 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 **August 12<sup>th</sup>, 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. 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 the 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 No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Michael Schultness, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: \_\_\_\_\_

Name: PETER ALEXANDER TAILLON BY MICHAEL TAILLON  
PURSUANT TO POWER OF ATTORNEY DATED MAY 2<sup>ND</sup> 2022.

Title: MICHAEL TAILLON, P.O.A. for  
PETER TAILLON

VENDOR'S LAWYER: \_\_\_\_\_

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2469 (CITY) Ext. 4709 Fax: 519-661-0062

**SCHEDULE "A"**

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the completion of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, c.L6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$40,750.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$26,250.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
11. **CHATELS INCLUDED:**
12. **FIXTURES EXCLUDED:**
13. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable:

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22092

June 20, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, 1 Kennon Place  
Wellington Gateway Project  
(Subledger LD170083)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Peter Alexander Taillon

### 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:

<b>Estimated Expenditures</b>	<b>Approved Budget</b>	<b>Committed To Date</b>	<b>This Submission</b>	<b>Balance for Future Work</b>
Land Purchase	18,032,900	13,001,210	611,938	4,419,752
<b>Total Expenditures</b>	<b>\$18,032,900</b>	<b>\$13,001,210</b>	<b>\$611,938</b>	<b>\$4,419,752</b>

### Sources of Financing

Capital Levy	1,896,342	1,367,209	64,351	464,782
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	16,136,558	11,634,001	547,587	3,954,970
<b>Total Financing</b>	<b>\$18,032,900</b>	<b>\$13,001,210</b>	<b>\$611,938</b>	<b>\$4,419,752</b>

### Financial Note:

Purchase Cost	\$525,000
Add: Legal Fees etc.	69,500
Add: Land Transfer Tax	6,975
Add: HST @13%	77,285
Less: HST Rebate	<u>-66,822</u>
Total Purchase Cost	\$611,938

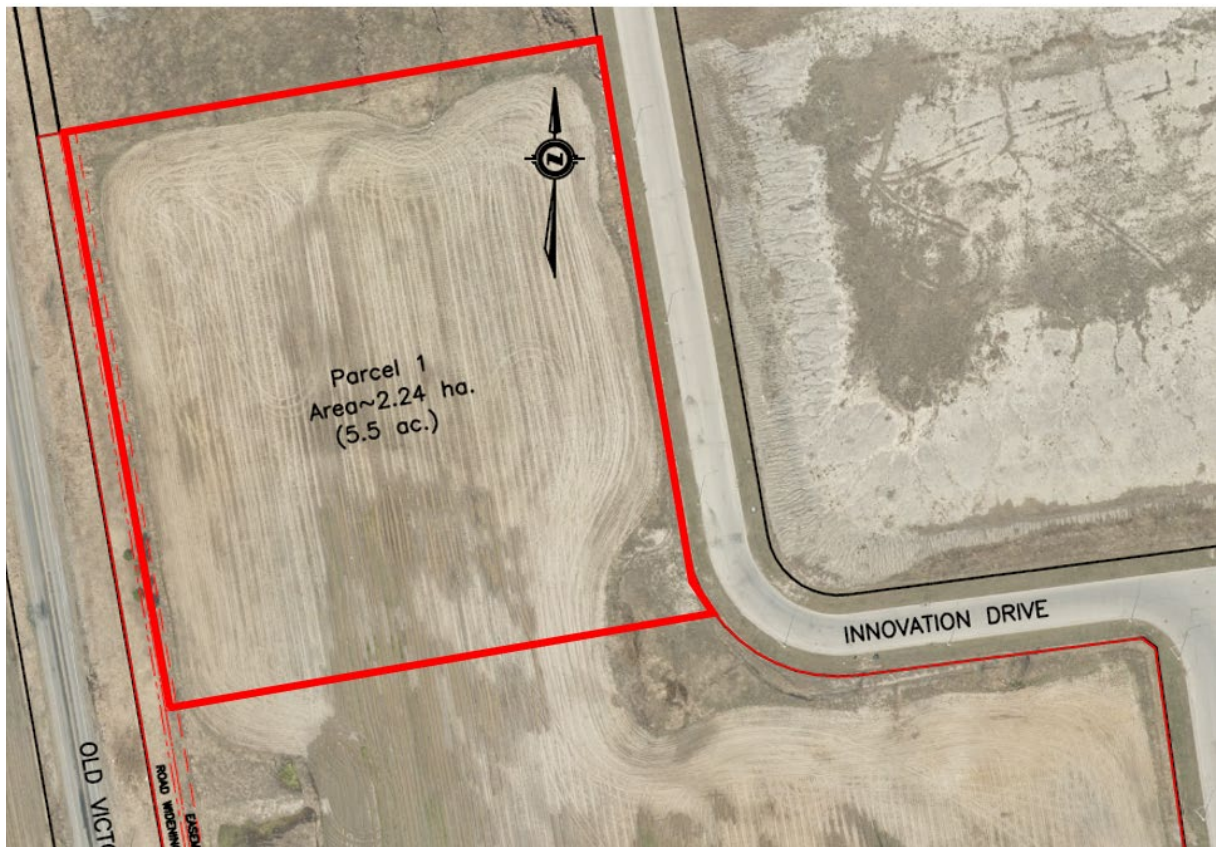
**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davis  
Manager of Financial Planning & Policy

km

**Appendix A – Location Map and Aerial**



Approximate Area Shown of Subject Property  
(Subject to Final Survey)

## Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

### CLASS 1 SALE

THIS INDENTURE dated the 6 day of June, 2022

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

Globally Local Real Estate Inc.

Address: 505 Consortium Court, London ON N6E 2S8

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK**, in the City of London, in the County of Middlesex, containing **5.5 acres**, more or less and subject to final survey, being composed of Part of Block 1 in Plan 33M-592 located in the City of London County of Middlesex and further being part of PIN 081970320 and shown outlined in bold red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Six Hundred and Thirty Two Thousand and Five Hundred Dollars (\$632,500.00)  
of lawful money of Canada calculated at the rate of

One Hundred and Fifteen Thousand Dollars (\$115,000.00)  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Sixty Three Thousand Two Hundred and Fifty Dollars (\$63,250.00)  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.
3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.
4. The Purchaser is to be allowed until **October 7<sup>th</sup>, 2022**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the 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 objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.



5. The Purchaser is to be allowed until **October 7<sup>th</sup>, 2022** to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the 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 objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed on **November 11<sup>th</sup> 2022**. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. 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.
10. 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.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, D, and E attached hereto form part of this Agreement.

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **July 15<sup>th</sup> 2022**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 6 day of June, 2022.

SIGNED, SEALED & DELIVERED

in the presence of

  
Witness:

  
Witness:

) **Globally Local Real Estate Inc.**

) Purchaser

  
\_\_\_\_\_  
) **Signature of Signing Officer**  
) James McInnes  
) CEO

  
\_\_\_\_\_  
) **Signature of Signing Officer**  
) Vasiliki McInnes  
) COO

We have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"

**SCHEDULE "A"**

**PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE**

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfill these commitments; which undertaking shall survive and not merge in the closing of the transaction.

**INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL**

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser:	Globally Local Real Estate Inc. 505 Consortium Court London, ON N6E 2S8
Local Company:	Yes
Intended Use of Building - (Describe):	Manufacturing and Distribution of Proprietary Line of Plant-Based Proteins and Dairy Alternatives & Ancillary Office Use and Test Kitchen.
Major Industrial Classification of User:	Plant Based Food Processing and Manufacturing
List of Products Manufactured/Handled:	Production of Plant-Based/Vegan Burgers, Beef, Chicken, Pork, Fish, Sauces, Dressings and Other Restaurant Grade and Retail Products.
Number of Employees Anticipated:	Estimated 50+ (Full Time)
Number of Square Feet of Building Proposed:	50,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	239,580 sq. ft.
Proposed Building Coverage as % of Lot Area:	20.8%
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	Phase II +/- 50,000 sq ft.
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Telephone:	Globally Local Real Estate Inc.
Purchaser's Executive Completing this Form:	 _____ (signature) James McInnes CEO  _____ (signature) Vasiliki McInnes COO  We have authority to bind the Corporation

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

#### SCHEDULE "B"

Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

##### 4.10 Attachment "A"

###### Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

###### Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

SCHEDULE "C"

PART OF BLOCK 1 IN PLAN 33M-592  
(Subject to Final Survey)



## **SCHEDULE "D"**

### **ADDITIONAL TERMS AND CONDITIONS**

#### **Headings**

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

#### **Paramountcy of Schedule "D"**

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

#### **Assignment of Agreement**

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

#### **Sewage Sampling Manholes**

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

#### **Municipal Services and Roadway Easements**

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

#### **Release of Information**

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

#### **Development Agreement**

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City. With the exception of the Excess Soil Materials clause below, the Purchaser accepts the property as-is.

#### **Purchaser Condition – Feasibility of Intended Use**

This offer is conditional upon the Buyer, at the Buyer's expense, determining the financial feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the 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 objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the 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 objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Approval from Board of Directors

The Purchaser shall have allowed 90 days from the date of acceptance, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. Unless that Purchaser gives notice in writing to the Vendor within the time period specified that this condition was been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations



under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Reference Plan & Purchase Price Adjustments

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5.5 acres multiplied by a land rate of \$115,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$115,000 per acre.

Notwithstanding the above, the abutting 13.5 acres of land shown as Parcel 2 in Schedule "E" will remain as a marketable 13.5 acre parcel (the "Remaining Block"). In the event the survey work completed herein results in a variance of more or less land for the Property as a result of the Remaining Block lands, the Purchase Price for the Property shall be adjusted to reflect a price equal to the final area of the Property multiplied by \$115,000 per acre.

Excess Soil Materials:

The Vendor agrees on or before closing and at its expense, to level the excess soil material totaling approximately 2,800 cubic metres throughout the low-lying portions of the parent property being Block 1 in 33M-592 (the "Excess Soil"). The Vendor further agrees at its cost, on or before closing, to remove the temporary gravel road on the Property. In the event the Excess Soil is deemed not suitable for levelling on-site, the material will be removed by the Vendor on or before closing and at its expense.

Survival of Conditions

The obligations of the Purchaser contained in Schedule "D" shall survive and not merge on the completion of this transaction.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
  - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
  - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the

Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

SCHEDULE "E"



**Appendix A – Lease Extension and Amending Agreement**

13480143 CANADA INC.

- and -

THE CORPORATION OF THE CITY OF LONDON

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
**Lease Extension and Amending Agreement**

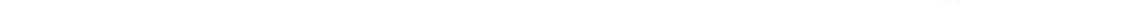
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**LOCATION:** 1021 Wonderland Road South, London, Ontario

**PREMISES:** Unit No C comprising of approximately **One Thousand Six Hundred Forty-Four (1,644)** square feet

**DATED:** May 5, 2022

Tenant	Landlord
	




- B. The Landlord and the Tenant have agreed, as of and effective from the **4th** day of **May, 2022** (the "Effective Date"), to: (i) extend the Term of the Lease for a further period of **Five (5)** years, commencing on the **1st** day of **December, 2022** and expiring on the **30th** day of **November, 2027**; and (ii) modify certain provisions of the Lease in the manner more particularly hereinafter set out.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained, other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) now paid by each of the parties to the other, (the receipt and sufficiency whereof is hereby acknowledged), the parties do hereby agree as follows;

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. The Term of the Lease is hereby extended for a further period of **Five (5)** years, to be computed from the **1st** day of **December, 2022** and to be fully completed and ended on the **30th** day of **November, 2027**.
3. The Agreement shall be upon the same terms and conditions as are contained in the Lease, save and except that the Tenant will accept the Premises in an "as is" condition.

The Tenant acknowledges and agrees that any further improvements to the Premises shall be completed by the Tenant, at its expense, subject to the Landlord's prior written approval.

4. As of the Effective Date, the Lease is hereby amended as follows:
  - (a) Notwithstanding anything contained in the Lease, the Landlord and Tenant acknowledge and agree that:
    - (i) during the period of the Term commencing on the **1st** day of **December, 2022** to and including the **30th** day of **November, 2024**, the annual base rent shall be **Thirty-Seven Thousand Four Hundred One Dollars (\$37,401.00)** payable in equal consecutive monthly installments of **Three Thousand One Hundred Sixteen Dollars and Seventy-Five Cents (\$3,116.75)** each in advance of the first day of each and every calendar month during the Term, based upon a rate of **Twenty-Two Dollars and Seventy-Five Cents (\$22.75)** per square foot per annum;
    - (ii) during the period of the Term commencing on the **1st** day of **December, 2024** to and including the **30th** day of **November, 2027**, the annual base rent shall be **Thirty-Nine Thousand Forty-**


Tenant	Landlord
	



**Five Dollars (\$39,045.00)** payable in equal consecutive monthly installments of **Three Thousand Two Hundred Fifty-Three Dollars and Seventy-Five Cents (\$3,253.75)** each in advance of the first day of each and every calendar month during the Term, based upon a rate of **Twenty-Three Dollars and Seventy-Five Cents (\$23.75)** per square foot per annum;

5. **Renewal Option.** As long as the Tenant is **The Corporation of the City of London** and not in default shall have **One (1)** further option to renew remaining in the Lease for a **Five (5)** year term.
6. **Option to Terminate.** As long as the Tenant is **The Corporation of the City of London** is not in default, shall have a one-time only Option to Terminate the Lease after Thirty-Six (36) months with Four (4) months prior written notice to the Landlord. To clarify, the Tenant must provide notice by **July 31, 2025**. On or before July 31, 2025, the Tenant agrees to provide a sum of **Eight (8)** months of Base and Additional rent plus HST as the cost of terminating the Lease early.
7. The parties confirm that in all other respects, the terms, covenants and conditions contained in the Lease remain unchanged, and in full force and effect, except as modified by this Agreement. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.
8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

(Signature page to follow)

Tenant	Landlord
	

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IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

**LANDLORD:**  
**GLEN CORR MANAGEMENT INC.**  
**acting as Agent for**  
**13480143 CANADA INC.**

Per:   
Authorized Official Seal

Per: \_\_\_\_\_  
Authorized Official

**TENANT:**  
**THE CORPORATION OF**  
**THE CITY OF LONDON**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Title Seal

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Title  
I/We have authority to bind the company

The Tenant, if a corporation, must execute this Agreement under its corporate seal and indicate the capacity of the signing officers, and if a partnership, must execute by signatures of the general partners under the seal, and if an individual, must execute by the individual's signature. Except in the case of corporation, all signatures must be witnessed.

Tenant	Landlord
	VA