

## Council Minutes

3rd Meeting of City Council  
December 13, 2022, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman, K. Dickins, K. Mason, S. Mathers, K. Scherr, M. Schulthess, C. Smith, K. Van Lammeren, B. Westlake-Power

Remote Attendance: L. Amaral, B. Card, M. Goldrup, A. Hagan, O. Katolyk, H. McNeely, K. Murray, B. Warner, P. Yeoman.

The meeting is called to order at 1:00 PM; it being noted that S. Hillier was in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that there were no disclosures of pecuniary interest.

### 2. Recognitions

2.1 His Worship the Mayor recognizes the 2022 Diversity, Race Relations and Inclusivity Awards: Airshow London / Amazon Delivery Station / ATN Access Inc. / Jess Jones Recreation Therapy Inc.

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

None.

### 4. Council, In Closed Session

Motion made by: S. Lewis  
Seconded by: P. Cuddy

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

#### 4.1 Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation.  
(6.1/1/CSC)

#### 4.2 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.  
(6.2/1/CSC)

4.3 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 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. (6.3/1/CSC)

4.4 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 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. (6.4/1/CSC)

4.5 Land Acquisition/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 lease of City-owned land by a third party, 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. (6.5/1/CSC)

4.6 Personal Matter/Identifiable Individual

A matter pertaining to identifiable individuals with respect to the 2023 Mayor's New Year's Honour List – "Sports" Category. (6.1/1/CPSC)

4.7 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding an exemption to the Animal Control By-law. (6.2/1/CPSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

That Council convenes In Closed Session, from 1:19 PM to 1:49 PM.

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

5.1 2nd Meeting held on November 22, 2022

Motion made by: E. Pelozza  
Seconded by: D. Ferreira

That the Minutes of the 2nd Meeting of the Municipal Council, held on November 22, 2022 BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

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

6.1 931-1225 Southdale Road

1. M. Rexer
2. J. and J. Campanaro
3. Harrow Court Residents

6.2 Bill 23, More Homes Built Faster Act, 2022

1. S. Price
2. E. Blokker

6.3 Animal Control By-law

1. Dr. K. Coulter
2. D. Procop
3. K. Sussman
4. D. Leckie
5. N. Holmes
6. B. McFarlen
7. K. Lomack
8. W. Brown
9. T. Beernink
10. M. Andreetta
11. S. Ryall
12. S. H. Ross
13. M. A. Shepherd
14. S. Olivastri
15. A. M. Valastro
16. J. Jacobson
17. F. Morrison
18. P. Harris

6.4 Renaming of Paul Haggis Park

1. J. McCall

6.5 City of London Corporate Growth Projections 2021-2051

1. J. Zaifman

2. C. Lewis
3. A.M. Valastro
4. C. Godes

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

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

None.

**8. Reports**

8.1 1st Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 1st Report of the Planning and Environment Committee BE APPROVED, excluding items 19 (3.9), 20 (3.10) and 21 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (1.2) Election of Vice-Chair

Motion made by: S. Lehman

That Deputy Mayor Lewis BE APPOINTED Vice Chair for the term ending November 14, 2023.

**Motion Passed**

3. (2.1) Building Division Monthly Report - August 2022

Motion made by: S. Lehman

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

**Motion Passed**

4. (2.2) Building Division Monthly Report - September 2022

Motion made by: S. Lehman

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

**Motion Passed**

5. (2.3) 6th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the 6th Report of the Community Advisory Committee on Planning, from its meeting held on November 9, 2022 BE RECEIVED for information. (2022-A02)

**Motion Passed**

6. (2.4) 1865 Finley Crescent (P-9546)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 96, Plan 33M-733 from Part-Lot Control:

a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated November 28, 2022 BE INTRODUCED at a future Council meeting, to exempt Block 96, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(1)) which permits street townhouse dwellings;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 96, Plan 33M-733 as noted in clause a) above:

i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;

ii) the applicant submits a draft reference plan to the Planning and Development for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;

iii) the applicant submits to the Planning and Development a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;

iv) the applicant submits each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;

v) the applicant submits to the Deputy City Manager, Planning and Development for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;

vi) the applicant shall enter into any amending subdivision

agreement with the City, if necessary;

- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Planning and Development that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Planning and Development of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the Deputy City Manager, Planning and Development that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) that, on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question;
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1865 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict;
- xv) as per condition xii) of the subdivision agreement, a reference plan (33R) is to be provided for the 5m storm servicing easement located at the rear of the property;
- xvi) the existing subdivision agreement is to be amended as per condition vi) of the subdivision agreement. The agreement is to include provisions for the 5m storm servicing easement located at the rear of the property; and,
- xvii) a complete ECA application package is to be submitted to Planning & Development for the proposed storm sewers at the rear of the property. (2022-D25)

**Motion Passed**

- 7. (2.5) Southwest Sunningdale Road West, Wonderland Road North and 2170 Buroak Drive (Formerly 751 Fanshawe Park Road) (39T-03505)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with respect to the application by Vista Woods Estates Ltd., relating to the lands located at 2170 Buroak Drive (formerly 751 Fanshawe Park Road), the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the revised conditions contained in

**Motion Passed**

8. (2.6) Heritage Alteration Permit Application - 10 Moir Street - Blackfriars/Petersville Heritage Conservation District (HAP22-073-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the *Ontario Heritage Act* seeking approval to pave a portion of the front yard for parking on the heritage designated property at 10 Moir Street, within the Blackfriars/Petersville Heritage Conservation District, BE REFUSED. (2022-R01)

**Motion Passed**

9. (2.7) Heritage Alteration Permit Application - 123 Wilson Avenue - Blackfriars/Petersville Heritage Conservation District (HAP22-067-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property at 123 Wilson Avenue BE PERMITTED as submitted, with the following terms and conditions:

- a) the proposed four replacement windows have a simulated divided light to replicate the two-over-two fenestration of the former windows;
- b) the proposed replacement windows be painted wood or clad-wood windows;
- c) existing trim be used to replicate the painted wood 5" trim, including eared hood as well as windowsills;
- d) all exposed wood be painted;
- e) the Heritage Planner be circulated on the Building Permit drawings to verify compliance;
- f) the proposed alterations be completed within twelve (12) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- g) the Heritage Alteration Permit be displayed in a location visible from the street until the work is underway. (2022-R01)

**Motion Passed**

10. (2.8) Heritage Alteration Permit Application - 645 Lorne Avenue - Old East Heritage Conservation District (HAP22-075-L)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property at 645

Lorne Avenue BE PERMITTED with the following terms and conditions:

- a) turned wooden spindles be used for the railing/guard of the porch, including the steps;
- b) wood lattice, in a square or diamond shape, be used for the porch skirt;
- c) all exposed wood be painted;
- d) use of paint colours from the Old East Heritage Conservation District palette be considered;
- e) the Heritage Planner be circulated on the Building Permit drawings to verify compliance;
- f) the proposed alterations be completed within twelve (12) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- g) the Heritage Alteration Permit be displayed in a location visible from the street while the work is underway. (2022-R01)

### **Motion Passed**

11. (3.1) 3195, 3207 White Oak Road and 2927 Petty Road (Z-9350 / 39CD-21505) (Relates to Bill No. 15)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Whiterock Village Inc., relating to the lands located at 3195, 3207 White Oak Road and 2927 Petty Road:

- a) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject lands FROM a Urban Reserve UR4 and Holding Urban Reserve UR4 Special Provision h-94\*UR4(11)) Zone TO a Residential R5 Special Provision (R5-7(\*\*)) Zone to permit cluster housing in the form of townhouse dwellings. Special provisions to the Residential R5 (R5-7) Zone would permit cluster townhouse dwellings, and cluster stacked townhouse dwellings and would permit a reduced exterior side yard setback of 1.2 metres and a rear yard second story deck setback of 4.1 metres and a rear yard depth of 6.0 metres north interior side yard; and,
- b) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the lands located at 3195, 3207 White Oak Road and 2927 Petty Road:
  - i) requesting traffic access from Petty Road be moved to White Oak Road;
  - ii) indicating that Petty Road is busy already and with increased traffic it will be unsafe for children; and,
  - iii) advising that there will be increased noise and traffic;

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



- N. Dyjach, Strik Baldinelli Moniz Ltd., on behalf of the owner; and,
- M. Dalawir;

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

- the recommended Zoning By-law Amendment and Draft Plan of Vacant Land Condominium are consistent with the Provincial Policy Statement (PPS), 2020, as it promotes efficient development and land use patterns; accommodates an appropriate range and mix of land uses, housing types, and densities to meet projected needs of current and future residents; and minimizes land consumption and servicing costs;
- the recommended zoning amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning amendment provides appropriate regulations to control the use and intensity of the building and ensure a well-designed development with appropriate mitigation measures;
- the subject development block is of a size and shape suitable to accommodate the Draft Plan of Vacant Land Condominium; and,
- the proposed use, form, and intensity are considered appropriate and compatible with existing residential development in the surrounding neighbourhood. (2022-D14)

#### **Motion Passed**

#### 12. (3.2) 2846 and 2870 Tokala Trail (Z-9523) (Relates to Bill No. 16)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by Foxwood Developments Inc., relating to the property located at 2846 and 2870 Tokala Trail, the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Holding Residential R5 / Neighbourhood Facility (h\*h-71\*h-100\*h-108\*R5-7 / NF1) Zone and Urban Reserve (UR3) Zone TO a Residential R5 Special Provision (R5-7(\_)) Zone and a Holding Residential R5 Special Provision (h-18\*R5-7(\_)) Zone;

it being noted that the following site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) easement for pedestrian traffic along the east or west property lines of the subject site to provide north-south connections;
- ii) consideration should be given to consolidate the amenity spaces to create one large outdoor common amenity space for all units on site;
- iii) no gates shall be permitted to the pathway to the north abutting the stormwater management pond that restrict access to the multi-trail pathway; and,
- iv) provide pedestrian connections, as direct as possible, from Tokala Trail to the rear of the site to connect to the multi-trail pathway at the rear;

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, on behalf of the applicant;

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 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 zoning conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies, to facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D04)

#### **Motion Passed**

13. (3.3) 870-922 Medway Park Drive (Z-9533) (Relates to Bill No. 17)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Dillon Consulting Limited., relating to the property located at 870-922 Medway Park Drive:

- a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Holding Restricted Office (h-17\*RO2) Zone TO a Holding Residential R5 Special Provision (h-17\*R5-7(\_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following through the site plan process:
  - i) units fronting along Medway Park Drive are to have front doors facing the street with driveways and garages at the rear of the site;
  - ii) board-on-board fencing that meets the requirements of the Site Plan Control By-law; and,
  - iii) the site be developed in general conformity with the layout provided;
- c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect to the proposed by-law as the change in the maximum front yard setback is minor in nature and a technical change, the concept site plan circulated in the Notice of Application and Notice of Public

Meeting accurately reflect the site layout, no site changes were proposed for the maximum front yard setback;

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

- M. Fletch, Dillon Consulting Limited;

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 London Plan, including but not limited to the Key Directions and Neighbourhoods Place Type; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D04)

### **Motion Passed**

#### 14. (3.4) 338 Boler Road (Z-9510) (Relates to Bill No. 18)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Alma Village Inc., relating to the property located at 338 Boler Road:

- a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Residential R2 (R2-1) Zone TO a Residential R3 Special Provision (R3-1( )) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider board-on-board fencing along the east and south property boundaries that exceed the standards of the Site Plan Control By-law and do not negatively impact any grading, on-site stormwater management or any existing landscaping through the site plan process;

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

- R. Brown;

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 policies of the 1989 Official Plan, including but not limited to the Low-Density Residential Designation policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions; and,

- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2022-D04)

**Motion Passed**

15. (3.5) 6092 Pack Road (Z-9493) (Relates to Bill No. 19)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Magnificent Homes and Royal Premier Homes, relating to the property located at 6092 Pack Road, the proposed attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Holding Residential R6 Special Provision (h\*R6-5(\_)) Zone;

it being noted that the following site plan matters were raised during the application review process for consideration by the Site Plan Approval Authority:

- i) provide additional details for shared outdoor amenity space;
- ii) provide high quality landscaping with consideration to any existing significant mature trees on the site and along property boundaries;
- iii) further emphasize the heritage character through the on-site amenity area and greenspace;
- iv) limit the construction of new residential dwelling(s) to only one of the interior side yards adjacent to the existing single detached dwelling to allow sufficient space to accommodate an access driveway on the opposite interior side yard; and,
- v) the façade for new residential development abutting the existing single detached dwelling to have a first floor grade no higher than the existing dwelling first floor grade;

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

- the revised staff report; and,
- a project fact sheet;

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

- M. Davis, siv-ik planning and design;

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 as it encourages efficient development and land use patterns;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Neighbourhood Place Type, Our Strategy, our Tools, and other applicable London Plan policies;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan and the Southwest Area Secondary Plan,

including but not limited to the Low and Medium Density Residential policies within the North Talbot Residential Neighbourhood;

- the recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the retention of a heritage designated single detached dwelling. (2022-D14)

**Motion Passed**

16. (3.6) 931-1225 Southdale Road East (Z-9544) (Relates to Bill No. 20)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, based on the application by London & Middlesex Community Housing, relating to the property located at 931-1225 Southdale Road East, the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM a Residential R5 (R5-5) and Compound Residential R5 and Daycare (R5-5\*DC) Zone TO a Special Provision Residential R8 (R8-4(\_)) Zone;

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

- the staff presentation; and,
- the community consultation presentation from M. Fadaei, MHBC Planning;

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

- E. Theodore, MHBC, on behalf of London & Middlesex Community Housing;
- A. Chance;
- L. Sabria; and,
- J. Campanero;

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2020 by providing efficient and affordable residential infill;
- the proposed amendment conforms to the policies of The London Plan including the applicable City Design, Housing and Homelessness Prevention, and Neighbourhood Place Type policies; and;
- the proposed amendment assists London & Middlesex Community Housing in completing their part of the City's affordable housing development target. (2022-S11)

**Motion Passed**

17. (3.7) 608 Commissioners Road West (Z-9544)

Motion made by: S. Lehman

That the application by Copia Developments, relating to the property located at 608 Commissioners Road West, BE REFERRED back to the Civic Administration to review the traffic patterns, the access points and the intensification for the proposed development;

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

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

- H. Froussios, Zelinka Priamo Ltd., on behalf of Copia Developments; and,
- D. McLeod;
- J. Burrell;
- Resident;
- C. West;
- R. de Papp;
- N. Turudic;
- Resident; and,
- M. Mackey.

**Motion Passed**

18. (3.8) 307 Sunningdale Road East (Z-9498) Relates to Bill No. 21)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by Margrit Johnson, relating to the property located at 307 Sunningdale Road East:

- a) the proposed, attached, revised, by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject lands FROM a Residential R1 (R1-17) Zone, a Holding Residential R1 (h-2\*R1-17) Zone and an Open Space (OS5) Zone TO a Residential R6 Special Provision (R6-3(\_)) Zone and an Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues for 307 Sunningdale Road East through the site plan review process:
  - i) ensure the appropriate setbacks from the east and west property line as outlined in Appendix A to provide full protection to the boundary trees and critical root zones;
  - ii) ensure that the proposed building/built form is oriented to both Skyline Avenue and Sunningdale Road East and establishes a pedestrian-oriented built edge with street oriented units;
  - iii) ensure the extension of sidewalks to Sunningdale Road East along the private driveway;
  - iv) ensure that no part of any required interior side yard shall be used for any purpose other than landscaped open space excluding swimming pools, but decks or patios may be permitted; and,
  - v) ensure a north exterior yard setback of minimum 8.0 metres and maximum of 11.0 metres, and a north parking area setback of 11.2 metres;

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

- a memo from the Ecological Community Advisory Committee;
- a communication dated May 14, 2022, from A. Thompson;
- a communication dated November 15, 2022, from J.A. Medeiros; and,
- the staff presentation;

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

- H. Surgenor, Monteith Brown Planning Consultants;

it being further noted that the Municipal Council approves this application

for the following reasons:

- the recommended amendments are consistent with the Provincial Policy Statement, 2020;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Low Density Residential and Open Space policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of The London Plan, including, but not limited to the Neighbourhoods Place Type, City Building and Design, Our Tools, and all other applicable policies in The London Plan; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development on a large size lot located at the periphery of a residential neighbourhood. (2022-D04)

#### **Motion Passed**

22. (5.1) Bill 23, More Homes Built Faster Act, 2022 - Mayors and Regional Chairs of Ontario

Motion made by: S. Lehman

That the communication dated November 21, 2022 from K. Redman, Chair, Mayors and Regional Chairs of Ontario and Chair, Regional Municipality of Waterloo, with respect to Bill 23, More Homes Built Faster Act, 2022, BE RECEIVED for information.

#### **Motion Passed**

19. (3.9) 4452 Wellington Road South (OZ-9497) (Relates to Bill No.'s 9 and 22)

Motion made by: S. Lehman

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the application by MHBC Planning on behalf of 2858637 Ontario Inc., relating to the property located at 4452 Wellington Road South:

- a) the proposed appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

- i) change the designation of a portion of the subject lands FROM a Shopping Area Place Type TO a Light Industrial Place Type on Map 1 – Place Types; and,
  - ii) amend section 1565\_5 of The London Plan, List of Secondary Plans - Southwest Area Secondary Plan, by changing the designation of a portion of the subject lands FROM Commercial TO Industrial on Schedule 4 Southwest Area Land Use Plan, and Schedule 17 Wellington Rd/Hwy 401 Land Use Designations;
- b) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning FROM a Holding Associated Shopping Area Commercial (h-17\*ASA1/ASA2/ASA6) Zone TO a Holding Light Industrial (h-17\*LI6) Zone, and an Environmental Review (ER) Zone;
- c) the Approval Authority BE REQUESTED to consider the following matters during the site plan process:
- lighting concerns, preference for lights facing downward;
  - appropriate garbage and rest facilities to address the needs of the people using the facility;
  - fencing; and,
  - quality of the facility;

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

- S. Allen, MHBC;
- D. Gillis;
- A. Tipping;
- G. Dowler; and,
- F. Connor;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, Industrial Place Type, Shopping Area Place Types, and Natural Heritage Features and Hazards;
- the recommended amendment conforms to the policies of the Southwest Area Secondary Plan and the 1989 Official Plan;
- the recommended amendment facilitates the development of a site within the Wellington Road/ Highway 401 Neighbourhood; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate environmental studies are completed. (2022-D08)

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, and D. Ferreira

Nays: (1): S. Hillier

**Motion Passed (14 to 1)**

- 20. (3.10) 952 Southdale Road West (OZ-9431) (Relates to Bill No.'s 10 and 23)



Motion made by: S. Lehman

That the following actions be taken with respect to the application by 1739626 Ontario Limited, relating to the property located at 952 Southdale Road West:

a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

i) change the Place Type on a portion of the subject lands FROM the Green Space Place Type TO the Neighbourhoods Place Type and FROM the Neighbourhoods Place Type TO the Green Space Place Type on Map 1 – Place Types; and,

ii) modify the Provincially Significant Wetland Feature on Map 5 – Natural Heritage;

b) the proposed, revised by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR2) Zone TO a Holding Residential R8 Special Provision Zone (h-h-129\*R8-4(\_)) Zone, a Holding Residential R8 Special Provision Zone (h\*R8-4(\_)) Zone, a Holding Community Shopping Area Special Provision (h-h-129\*CSA1(\_)) Zone a Holding Community Shopping Area Special Provision (h\*CSA1(\_)) Zone, and an Open Space (OS5) Zone;

it being noted to ensure the orderly development of the lands the following items will be addressed prior to the removal of the "h" holding provision/through the site plan approval process;

- Transportation – construction of a median to restrict access to the residential portion of the site to rights in/rights out, and to include a one-foot reserve along the Colonel Talbot Road frontage (excluding the access points);
- ensure all reports (Final Environmental Impact Study (EIS), Final Hydrogeological Assessment and Water Balance Analysis) are fully completed and accepted by Staff, and that restoration and compensation works are all carried out to the City's satisfaction;
- final EIS, Final Hydrogeological Assessment and Water Balance Analysis, Servicing Report, Floodline Analysis and Geotechnical Report for the proposed retaining wall be prepared to the satisfaction of the Upper Thames River Conservation Authority (UTRCA);
- a Section 28 Permit from the UTRCA will be required prior to finalizing the development agreement;

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

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

- S. Allen, MHBC;
- P. Mills;
- K. Lake;
- R. Delurenits;
- H. Froussios, Zelinka Priamo Ltd., on behalf of the property owner at the southeast corner of Colonel Talbot Road and Southdale; and,
- C. Hindemit;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, Neighbourhoods Place Type, Shopping Area Place Types, Specific Policy 1070C\_ and Natural Heritage Features and Hazards; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate buffers are in place to protect the features and ensure appropriate compensation and mitigation will be implemented at site plan. (2022-D08)

Motion made by: S. Lehman

Seconded by: S. Lewis

That the following amendment BE APPROVED to the associated by-law for 952 Southdale Rd. W.

Amend by adding the word “Maximum” in Section 2. a) iii) Density to the R8-4 Zone.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lehman

Seconded by: A. Hopkins

That item 20, clause 3.10, as amended, BE APPROVED.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (4): S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

**Motion Passed (11 to 4)**

Item 20, clause 3.10, as amended, reads as follows:

That the following actions be taken with respect to the application by 1739626 Ontario Limited, relating to the property located at 952 Southdale Road West:

a) the proposed by-law appended to the staff report dated November 28, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend The London Plan to:

- i) change the Place Type on a portion of the subject lands FROM the Green Space Place Type TO the Neighbourhoods Place Type and FROM the Neighbourhoods Place Type TO the Green Space Place Type on Map 1 – Place Types; and,
- ii) modify the Provincially Significant Wetland Feature on Map 5 – Natural Heritage;

b) the proposed, revised by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official

Plan for the City of London (The London Plan, 2016)), to change the zoning of the subject property FROM an Urban Reserve (UR2) Zone TO a Holding Residential R8 Special Provision Zone (h\*h-129\*R8-4(\_)) Zone, a Holding Residential R8 Special Provision Zone (h\*R8-4(\_)) Zone, a Holding Community Shopping Area Special Provision (h\*h-129\*CSA1(\_)) Zone a Holding Community Shopping Area Special Provision (h\*CSA1(\_)) Zone, and an Open Space (OS5) Zone;

it being noted to ensure the orderly development of the lands the following items will be addressed prior to the removal of the “h” holding provision/through the site plan approval process;

- Transportation – construction of a median to restrict access to the residential portion of the site to rights in/rights out, and to include a one-foot reserve along the Colonel Talbot Road frontage (excluding the access points);
- ensure all reports (Final Environmental Impact Study (EIS), Final Hydrogeological Assessment and Water Balance Analysis) are fully completed and accepted by Staff, and that restoration and compensation works are all carried out to the City’s satisfaction;
- final EIS, Final Hydrogeological Assessment and Water Balance Analysis, Servicing Report, Floodline Analysis and Geotechnical Report for the proposed retaining wall be prepared to the satisfaction of the Upper Thames River Conservation Authority (UTRCA);
- a Section 28 Permit from the UTRCA will be required prior to finalizing the development agreement;

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

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

- S. Allen, MHBC;
- P. Mills;
- K. Lake;
- R. Delurenits;
- H. Froussios, Zelinka Priamo Ltd., on behalf of the property owner at the southeast corner of Colonel Talbot Road and Southdale; and,
- C. Hindemit;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, Neighbourhoods Place Type, Shopping Area Place Types, Specific Policy 1070C\_ and Natural Heritage Features and Hazards; and,
- the recommended amendment will delineate a natural heritage feature and ensure the appropriate buffers are in place to protect the features and ensure appropriate compensation and mitigation will be implemented at site plan. (2022-D08)

21. (4.1) Planning Application Process Changes due to Bill 109, the More Homes For Everyone Act, 2022

Motion made by: S. Lehman

That the staff report dated November 28, 2022 entitled "Planning Application Process Changes due to Bill 109, the More Homes for Everyone Act, 2022", BE RECEIVED for information. (2022-S11)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

8.2 1st Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 1st Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. (1.1) Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. (1.2) Election of Vice Chair

Motion made by: S. Lewis

That Councillor S. Trosow BE APPOINTED Vice Chair for the term ending November 14, 2023.

**Motion Passed**

3. (2.1) Authorization for Temporary Borrowing (Relates to Bill No. 5)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on December 13, 2022, to authorize the temporary borrowing of certain sums to meet current expenditures of The Corporation of the City of London for the year 2023.

**Motion Passed**

4. (2.2) Amendments to the Travel and Business Expenses Council Policy (Relates to Bill No. 11)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated November 28, 2022 as Appendix "A" BE INTRODUCED at

the Municipal Council meeting to be held on December 13, 2022 to amend By-law No. CPOL.-227-479 being “A by-law to revoke and repeal Council policy related to Travel & Business Expenses and replace it with a new Council policy entitled Travel & Business Expenses” to repeal and replace Schedule “A” to the by-law.

**Motion Passed**

5. (2.3) 2021 Annual Reporting of Lease Financing Agreements

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2021 Annual Reporting of Lease Financing Agreements report BE RECEIVED for information.

**Motion Passed**

6. (2.4) Expropriation of Lands - Wellington Gateway Project Phase 1 (Relates to Bill No. 12)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, and on the advice of the Director, Realty Services, approval be given to the expropriation of land as may be required for the Wellington Gateway Project, and that the following actions be taken in connection therewith:

a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority, for the approval to expropriate the land required for the Wellington Gateway project;

b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the *Expropriations Act*,

c) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and,

d) the proposed by-law as appended to the staff report dated November 28, 2022 as Schedule “B” BE INTRODUCED at the Council meeting on December 13, 2022 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

**Motion Passed**

7. (2.5) Declare Surplus - City-Owned Property - Part of Emerson Avenue at Baseline Road East

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property described as a portion of the cul-de-sac at the south end of Emerson Avenue at Baseline Road East, described as the cul-de-sac fronting on 229, 230, 233 and 238 Emerson Avenue, Plan 914 London / Westminster, more particularly described as Parts 1 and 2, Plan 33R-21319, in the City of London (the "Subject Property"), the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property BE TRANSFERRED to the abutting property owner, London Youth for Christ, in accordance with the City's Sale and Other Disposition of Land Policy.

**Motion Passed**

- 8. (2.6) Declare Surplus - City-Owned Property - Part of 181 Hamilton Road

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property legally described as Part Lot 28, S Hamilton Road, N/E Grey Street, Plan 176 (E), in the City of London, County of Middlesex, being part of PIN # 08313-0062, municipally known as 181 Hamilton Road adjacent 580 Grey Street, the following actions be taken:

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

**Motion Passed**

- 9. (2.7) Declare Surplus - City-Owned Property - Part of 108 Clarke Road

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property legally described as Part Lot 17, Plan 761 designated as Parts 1, 2, 5 and 6, Plan 33R-11453, S/T Ease over Parts 1 and 2, Plan 33R-11453 as in LT361005; London Township and Part Lot 18, Plan 761 designated as Parts 9 and 10, Plan 33R-11453 London Township, known municipally as 108 Clark Road, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property ("Surplus Lands") BE TRANSFERRED to the abutting property owner in accordance with the City's Sale and Other Disposition of Land Policy in exchange for lands required for road widening along Clarke Road.

**Motion Passed**

10. (2.8) Human Resources Information System (HRIS) Implementation Partner Successful Proponent – RFP 2022-080

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Enterprise Supports, with the concurrence of representatives from Information Technology Services and Finance Supports, the following actions be taken with respect to the SAP SuccessFactors, Human Resources Information Systems (HRIS) Implementation:

- a) the proposal for implementation partnership, submitted by Price Waterhouse Coopers LLP (PWC), 99 Bank Street, Suite 710, Ottawa, Ontario, K1P 1E4 BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated November 28, 2022 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- d) the approval hereby given BE CONDITIONAL upon the City of London (The Corporation) entering a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

11. (4.1) Development Charge Appeal

That, after convening as a tribunal under section 26 of By-law C.P.-1551-337 to hear a complaint under section 20 of the Development Charges Act 1997, S.O. 1997, c. 27, by Neil M. Smiley, Fasken Martineau DuMoulin LLP of the property located at 2365 Innovation Drive, regarding the development charges being appealed, as the amount should be adjusted to reflect the Industrial Development Charge rate and not Commercial on the subject property, as detailed in the attached Record of Proceeding, on the recommendation of the Tribunal, the complaint BE DISMISSED on the basis that the Tribunal finds that the amount of the development charge being applied were correctly determined and no error occurred in the application of the Development Charges By-law.

8.3 1st Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 1st Report of the Community and Protective Services Committee BE APPROVED, excluding item 8 (4.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (1.2) Election of Vice-Chair

Motion made by: E. Pelozza

That Councillor D. Ferreira BE APPOINTED Vice Chair of the Community and Protective Services Committee for the term ending November 14, 2023.

**Motion Passed**

3. (2.1) 2021 Ontario Works Participant and Service Delivery Profile

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated November 29, 2022, with respect to the 2021 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2022-S11)

**Motion Passed**

4. (2.2) Award of Request for Proposal 2022-232 Group Purchasing Organization Services for City of London Long Term Care (Relates to Bill No. 6)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Social and Health Development, with the concurrence of the Director, Financial Services, the following actions be taken with respect to the staff report, dated November 29, 2022, related to the Award of Request for Proposal 2022-232 for Group Purchasing Organization Services for City of London Long Term Care:

a) the submission from SGP Purchasing Partner Network (SGP), owned and operating by Extendicare (Canada) Inc., 3000 Steeles Ave., Markham, Ontario, L3R 9W2, to purchase, at the City's sole discretion, required items for the Dearness Home, City Golf courses, City Hall Cafeteria, Storybook Gardens, Senior Centres and other Life Stabilization areas such as Discretionary Benefits, BE ACCEPTED for a contract term of two (2) years beginning January 1, 2023, with the option to renew three (3) additional one (1) year terms, in accordance with Section 12.2 b) of the Procurement of Goods and Services Policy;

b) proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to:

i) approve the Purchasing and Revenue Share Agreement, as appended to the above-noted by-law, between Extendicare (Canada) Inc., carrying on business as SGP Purchasing Partner Network (SGP) and The Corporation of the City of London, commencing January 1, 2023, for the purpose of participating in a



Purchasing and Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products;  
ii) authorize the Civic Administration to undertake all the necessary administrative acts in connection with this matter; and,  
iii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2022-S03)

**Motion Passed**

5. (2.3) 2022-2023 Winter Response Program and Action and Accountability Working Group Update

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated November 29, 2022, with respect to the 2022-2023 Winter Response Program and Action and Accountability Working Group Update, BE RECEIVED. (2022-S11)

**Motion Passed**

6. (2.4) London Fire Department Automatic Aid Agreement with Central Elgin Fire and Emergency Services (Relates to Bill No. 7)

Motion made by: E. Pelosa

That, on the recommendation of the Acting Fire Chief, with concurrence of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report, dated November 29, 2022, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to:

- a) approve the Automatic Aid Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and The Corporation of the Municipality of Central Elgin regarding the provision of certain fire protection services by Central Elgin to specified areas within London; and,  
b) authorize the Mayor and the City Clerk to execute the above-noted by-law. (2022-P16)

**Motion Passed**

7. (3.1) 4th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 4th Report of the Animal Welfare Advisory Committee, from its meeting held on November 3, 2022:

- a) the following actions be taken with respect to the Animal Welfare Community Advisory Committee (AWCAC) 2022 Budget:  
i) M. Blosch, Acting Chair, BE GRANTED delegation status at the November 29, 2022 Community and Protective Services Committee (CPSC) meeting to advise CPSC on the AWAC request for the expenditure of its budget; and,

- ii) the full 2022 Budget expenditure of \$1,500 BE ALLOCATED for the purchase of bird-friendly window collision tape; it being noted that the AWCAC received the attached Sub-Committee Report with respect to the review of the 2022 AWCAC Budget; and,
- b) clauses 1.1, 2.1 to 2.3 and 5.1 to 5.6 BE RECEIVED.

**Motion Passed**

9. (4.2) Renaming of Paul Haggis Park

Motion made by: E. Pelozo

That the following actions be taken with respect to the communication, dated November 21, 2022, from Councillor E. Pelozo and Mayor J. Morgan, related to the Renaming of Paul Haggis Park:

- a) the Civic Administration BE DIRECTED to begin removing Paul Haggis' name from the city park located at 2875 Bateman Trail and to remove all related references from the City's website; and,
- b) the Civic Administration BE DIRECTED to subsequently begin the process of renaming this location, including consultation with residents in the vicinity;

it being noted that the above-noted communication from Councillor E. Pelozo and Mayor J. Morgan, as well as the communications, as appended to the Added Agenda, from J. Dunn, London Abused Women's Centre and K. O'Brien, with respect to this matter, were received. (2022-M04A)

**Motion Passed**

10. (4.3) 2022 Parkland Conveyance and Levy By-Law CP-9 Update (Relates to Bill No. 8)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken, with respect to the staff report, dated November 29, 2022, related to an update on the 2022 Parkland Conveyance and Levy By-law CP-9:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on December 13, 2022, to require the conveyance of land for park or other public recreational purposes as a condition of the development or redevelopment of land within the City of London, or the payment of money in lieu of such conveyance (the "Parkland Dedication By-law"); it being noted that the by-law will come into force and effect January 1, 2023;
- b) the Civic Administration BE DIRECTED to undertake a comprehensive review of the Parkland Conveyance and Levy By-law, as required by the COVID-19 Economic Recovery Act, 2020 and the More Homes Built Faster Act, 2022; and,
- c) the Civic Administration BE DIRECTED to undertake the next bi-annual Parkland Conveyance and Levy By-law CP-9 land values update to be completed by January 1, 2025;

it being noted that the delegation request from M. Wallace, London Development Institute, as appended to the Added Agenda, was withdrawn by Mr. Wallace. (2022-C01)

**Motion Passed**

8. (4.1) Animal Control By-Law

At 2:44 PM, His Worship Mayor J. Morgan, places Councillor E. Pelosa in the Chair.

At 2:45 PM, His Worship Mayor J. Morgan resumes the Chair.

At 3:33 PM, His Worship Mayor J. Morgan, places Councillor E. Pelosa in the Chair.

At 3:37 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to prepare a staff report to be brought forward to the January 2023 Community and Protective Services Committee meeting with respect to a potential amendment to By-law PH-3, the Animal Control By-law, to permit the keeping of class 7 animals within the City of London, under such requirements as are recommended by the Civic Administration; it being noted that a draft by-law will be included with the staff report;

it being pointed out that the following individuals gave verbal delegations, with respect to this matter:

- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosch;
- J. Van Daele;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham; and,
- M. Lerner, Lerner's Lawyers;

it being noted that communications from the following individuals, as appended to the Agenda and the Added Agenda, were received with respect to this matter:

- M. Lerner, Lerner's Lawyers;
- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosch;
- J. Van Daele;
- K. Lomack;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- L. White, Animal Alliance Canada;

- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham;
- Councillor P. Van Meerbergen;
- K. Smith;
- D. Brooks, Ontario SPCA and Humane Society;
- L. Jackson;
- S. Baisley;
- J. Winston;
- K. Sussman;
- B.K. MacKay; and,
- W. Brown. (2022-P14)

Motion made by: A. Hopkins

Seconded by: D. Ferreira

Motion to approve part a)

That clause 4.1 BE AMENDED following the words, "prepare a staff report" to add

"a) including any related previous recommendations; and

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

Nays: (1): P. Cuddy

**Motion Passed (14 to 1)**

Motion made by: A. Hopkins

Seconded by: D. Ferreira

That clause 4.1 BE AMENDED by adding the follow new part b)

"b) an evaluation of both onsite and offsite programs;"

Yeas: (5): S. Trosow, A. Hopkins, S. Franke, E. Peloza, and D. Ferreira

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

**Motion Failed (5 to 10)**

Motion made by: P. Van Meerbergen

Seconded by: S. Stevenson

That item 8, clause 4.1, as amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Peloza, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

**Motion Passed (13 to 2)**

Clause 4.1, as amended, reads as follows:

That the Civic Administration BE DIRECTED to prepare a staff report, including any related previous recommendations, to be brought forward to the January 2023 Community and Protective Services Committee meeting with respect to a potential amendment to By-law PH3, the Animal Control By-law, to permit the keeping of class 7 animals within the City of London under such requirements as are recommended by the Civic Administration; it being noted that a draft by-law will be included with the staff report;

it being pointed out that the following individuals gave verbal delegations, with respect to this matter:

- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosh;
- J. Van Daele;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham; and,
- M. Lerner, Lerner Lawyers;

it being noted that communications from the following individuals, as appended to the Agenda and the Added Agenda, were received with respect to this matter:

- M. Lerner, Lerner Lawyers;
- B. Child, Reptilia;
- L. Longo, Aird & Berlis LLP;
- Dr. R. Murphy, Reptilia;
- M. Hamers, World Animal Protection;
- M. Blosh;
- J. Van Daele;
- K. Lomack;
- F. Morrison;
- J. Woodyer, Zoocheck;
- Dr. C. Warwick;
- S. Tinney, Animal Justice;
- L. White, Animal Alliance Canada;
- A.E. Nash, Colorado Reptile Humane Society;
- C. Kuijpers;
- R. Laidlaw, Zoocheck;
- M. Markham;
- Councillor P. Van Meerbergen;
- K. Smith;
- D. Brooks, Ontario SPCA and Humane Society;
- L. Jackson;
- S. Baisley;
- J. Winston;
- K. Sussman;
- B.K. MacKay; and,
- W. Brown. (2022-P14)

Motion made by: S. Trosow

Seconded by: S. Stevenson

That the Council recess at this time, for 20 minutes.

**Motion Passed**

The Council recesses at 3:40 PM and resumes at 4:01 PM.

8.4 1st Report of the Civic Works Committee

Motion made by: C. Rahman

That the 1st Report of the Civic Works Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

**Motion Passed (14 to 0)**

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (1.2) Election of Vice-Chair

Motion made by: C. Rahman

That Councillor H. McAlister BE ELECTED Vice-Chair of the Civic Works Committee for the term ending November 14, 2023.

**Motion Passed**

3. (2.1) 4th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 4th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on November 2, 2022:

a) the Working Group comments with respect to the Revised Notice of Planning Application for Draft Plan of Subdivision for the properties located at 3350, 3480 Morgan Avenue and 1363 Wharnclyffe Road South BE FORWARDED to M. Johnson, Senior Planner, for consideration; and,

b) clauses 1.1, 2.1, 2.2, 3.1 to 3.3 and 6.1 BE RECEIVED.

**Motion Passed**

4. (2.2) 5th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 5th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on November 16, 2022:

a) the following actions be taken with respect to the presentation, dated November 16, 2022, from J. Kelso, AECOM, related to the Southdale Road West Phase 2 Improvements – Southdale Road/Colonel Talbot Roundabout:

- i) the Civic Administration BE REQUESTED to report back at a future meeting of the Integrated Transportation Community Advisory Committee, in a timely manner, to provide an update as to public comments received through the consultation, and any related design and/or implementation changes as a result; and,
- ii) the above-noted presentation BE RECEIVED;

b) the following actions be taken with respect to the staff report, dated March 1, 2022, related to the Mobility Master Plan Appointment of Consultant:

- i) that the Master Mobility Plan Project Team BE REQUESTED to liaise with D. Foster, Chair, Master Mobility Plan Sub-Committee, with respect to matters related to the sub-committee activity; it being noted that D. Foster will also liaise with other sub-committees of the Integrated Transportation Community Advisory Committee; and,
- ii) the above-noted staff report BE RECEIVED; and,

c) clauses 1.1, 2.1, 2.3, 3.1 to 3.4 and 6.1 BE RECEIVED.

**Motion Passed**

5. (2.3) SS-2022-299 Single Source Contract Renewal: Navistar Original Equipment Manufacturer Replacement Parts

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated November 29, 2022, related to the Single Source Contract Renewal: Navistar Original Equipment Manufacturer Replacement Parts (SS-2022-299):

a) approval BE GIVEN to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to renew the contract with Carrier Centers, 90 Enterprise Dr. London Ontario N6N 1A8 for the supply and delivery of Navistar Original Equipment Manufacturer (OEM) replacement parts on City owned trucks for a one (1) year contract with an option to renew for five (5) additional years;

b) the negotiated price of 1% discount (net 30) off the Navistar National Pricing List for all Navistar inventoried and non-inventoried OEM parts BE ACCEPTED; it being noted that the Electronic National Price List is to be provided on a quarterly basis to the City of London Purchasing and Supply Division from Carrier Centers;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this contract; and,

d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2022-V01)

**Motion Passed**

6. (2.4) Contract Amendment: RFP21-38 CNG Side Loading Waste Collection Trucks

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated November 29, 2022, related to a Contract Amendment for CNG Side Loading Waste Collection Trucks (RFP 21-38):

a) the Supply and Delivery of Compressed Natural Gas (CNG) Split and Single Stream Side Loading Waste Collection Trucks (RFP 21-38) contract value with Vision Truck Group BE INCREASED by \$110,000.00 to \$2,415,511.00 (excluding HST) in accordance with Section 20.3 (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 contract amendment; and,

c) the funding for this project BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2022-V01)

**Motion Passed**

7. (2.5) 2025 One Water Development Charges Background Study Appointment of Consultant

Motion made by: C. Rahman

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to the appointment of a consultant for the 2025 One Water Development Charges Background Study:

a) Aquafor Beech Limited BE APPOINTED as the Consulting Engineer to complete the 2025 One Water Development Charges Background Study in the amount of \$465,814.80 (excluding HST) in accordance with their proposal and Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the



administrative acts that are necessary in connection with this assignment;

d) the approval given herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-E13)

**Motion Passed**

8. (2.6) Vendor of Record Contract Award: Request for Proposal RFP-2022-170 - Rapid Transit Shelter Infrastructure

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to an award of contract for the Request for Proposal RFP-2022-170 – Rapid Transit Shelter Infrastructure project:

a) Enseicom BE APPOINTED to undertake engineering and prototype fabrication, at an upset amount of \$563,496.55, including contingency (excluding HST), in accordance with Section 15.2 (e) of the City of London’s Procurement of Goods and Services Policy;

b) the Civic Administration BE AUTHORIZED to appoint Enseicom as the Vendor of Record for fabrication, supply, and installation of rapid transit shelter infrastructure for periods of one (1) year for final engineering design and prototype works and three (3) years for fabrication, supply, and installation with an option for renewal based on positive performance and price;

c) the Civic Administration BE AUTHORIZED to undertake all 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 with Enseicom for this work;

e) the funding for the engineering completion and prototype works BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report; and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2022-T03)

**Motion Passed**

9. (4.1) Mobility Master Plan Update

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated November 29, 2022, related to the development of the Mobility Master Plan:

- a) the above-noted staff report BE RECEIVED for the purpose of providing Municipal Council with an update on the progress of the consultation for the Mobility Master Plan; and,
- b) the following Vision and Guiding Principles for the development of the Mobility Master Plan BE APPROVED:

Vision Statement:

In 2050, Londoners of all identities, abilities and means will have viable mobility options to allow them to move throughout the city safely and efficiently, as well as providing connectivity to the Region. The movement of people and goods will be environmentally sustainable, affordable, and supportive of economic growth and development.

Guiding Principles:

- Environmentally Sustainable
- Equitable
- Financially Sustainable
- Healthy and Safe
- Integrated, Connected and Efficient. (2022-T03)

**Motion Passed**

8.5 3rd Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That Items 1 to 10, inclusive, of the 3rd Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

**Motion Passed (14 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) London Community Grants Program Innovation and Capital Funding Allocations (2022) – Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated December 6, 2022, titled “London Community Grants Program Innovation and Capital Funding Allocations (2022) - Update”, BE RECEIVED for information.

**Motion Passed**

3. (2.2) Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS) – London Transit Commission Highbury Avenue Facility Demolition and Rebuild – Project 1

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports and the Deputy City Manager, Environment & Infrastructure with the concurrence of the General Manager, London Transit Commission, the following actions be taken:

- a) the Civic Administration BE DIRECTED to submit London Transit Commission (LTC) Highbury Avenue Facility Demolition and Rebuild – Project 1 to the Investing in Canada Infrastructure Program Public Transit Stream (ICIP-PTS);
- b) the budget for the project BE APPROVED in accordance with the Source of Financing Report as appended to the staff report dated December 12, 2022, as Appendix “A”; and,
- c) the Civic Administration BE AUTHORIZED to carry out all budget adjustments required to establish the budget for the LTC Highbury Avenue Facility Demolition and Rebuild.

**Motion Passed**

4. (2.3) Confirmation of Appointment to the Argyle Business Improvement Area

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Argyle Business Improvement Area Board of Management for the term ending November 14, 2026:

Rob Graham, Chair, Jiffy Lube  
Carol Taylor-Wilks, Vice Chair, Carol Wilks Consultants  
Frank Boutzis, Treasurer, Easy Financial  
Chris Metron, Warehouse Guys  
Rob Aiken, Music Central  
Deborah Haroun, Children’s Place  
Donna Moerenhout, Razor’s Barber Shop  
Lina Marie Phillips, Craklins Fish and Chips

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 25, 2022 from B. Mejia, Executive Director, Argyle BIA with respect to this matter.

**Motion Passed**

5. (2.4) Confirmation of Appointment to Downtown London

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the London Downtown Business Association Board of Management for the term ending November 14, 2026:

Asaad Naeeli, Dos Tacos  
Bonnie Wludyka, Citi Plaza  
Carolyn Conron, Conron Law Professional Corp  
Keith Brett, ANNDining  
Kristin Neilson, Glen CORR Management Inc  
Marcello Vecchio, Farhi Holdings Corporation

Michelle Giroux, Fanshawe College Downtown Campus  
Mike Pottruff, London Police Service  
Michaelanne Hathaway, Stache Fabric & Notions  
Nick Vander Gulik, Shoppers Drug Mart – Vander Guli Pharmacy Inc  
Scott Collyer, Empyrean Communications Resources LLC  
Steve Pellarin, London Small Business Centre  
David Ferreira, City of London Councillor

it being noted that the Strategic Priorities and Policy Committee received a communication dated November 23, 2022 from B. Maly, Executive Director, London Downtown with respect to this matter.

**Motion Passed**

6. (2.5) Confirmation of Appointment to the Hyde Park Business Improvement Association

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Hyde Park Business Improvement Association Board of Management for the term ending November 14, 2026:

Nancy Moffatt Quinn, Moffatt & Powell Rona  
Vickie Balazs, Jaydancin  
Terryanne Daniel, Synergy Centre  
Lorean Pritchard, ReDECOR Consignment  
Tom Delaney, Oxford Dodge  
Kelsey Watkinson, Curley Brewing Company

it being noted that the Strategic Priorities and Policy Committee received a communication from the Hyde Park Business Improvement Association with respect to this matter.

**Motion Passed**

7. (2.6) 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on November 10, 2022 BE RECEIVED.

**Motion Passed**

8. (3.1) Tabling of the 2023 Annual Budget Update

Motion made by: S. Lewis

That the following actions be taken with respect to the Draft 2023-Tax-Supported Annual Update and the Draft Water and Wastewater Treatment Budgets Annual Update:

- a) the Draft Budget documents BE REFERRED to the 2020-2023 Multi-Year annual budget update process; and,
- b) the overview presentation, as appended to the added agenda, by the Deputy City Manager, Finance Supports with respect to the 2023 Budget Update BE RECEIVED;

it being noted that the following documents were provided to the Members, and are available on the City website: Draft Property Tax Supported Budget, 2023 Annual Update and Draft Water and Wastewater & Treatment, 2023 Annual Update.

**Motion Passed**

9. (4.1) Valerie Terejko - Bill 5 - Stopping Harassment and Abuse by Local Leaders Act, 2022

Motion made by: S. Lewis

That the Mayor BE DIRECTED to write to local MPPs, Premier Doug Ford and the Minister of Municipal Affairs and Housing, on behalf of the municipal council, in support of the proposed Bill 5; it being noted that the Association of Municipalities of Ontario will also be copied on this letter.

**Motion Passed**

10. (4.2) City of London Corporate Growth Projections 2021-2051

Motion made by: S. Lewis

That, on the recommendation of the Acting Director, Planning and Development, the following actions be taken with respect to the City of London corporate growth forecast:

- a) the staff report BE RECEIVED for information;
- b) the revised final report by Watson and Associates Economists entitled "Population, Housing and Employment Growth Projection Study, 2021-2051", as appended to the staff report dated December 12, 2022 as Appendix "B", BE RECEIVED for information;
- c) the Reference Scenario outlined in the final report prepared by Watson and Associates Economists entitled "Population, Housing and Employment Growth Projection Study, 2021-2051", as appended to the staff report dated December 12, 2022 as Appendix "B", BE ENDORSED for use as the City of London corporate growth forecast, including but not limited to use in forthcoming Planning Act and Development Charges Act initiatives; and,
- d) the Civic Administration BE DIRECTED to report back to Council, through the Strategic Priorities and Policy Committee, in advance of the Ontario Government's deadline, on options, approaches, and necessary investments required to achieve the City of London's assigned housing target of 47,000 new homes;

it being noted that the Strategic Priorities and Policy Committee heard a delegation from C. Mettler and S. Levin, Urban League of London (attached), M. Wallace, Executive Director, London Development Institute and A. Valastro, with respect to this matter.

**Motion Passed**

**9. Added Reports**

- 9.1 2nd Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve the 2nd Report of Council in Closed Session, excluding item 4.

1. Unifor Tentative Agreement

That, on the recommendation of the Deputy City Manager, Enterprise Supports the attached Memorandum of Agreement dated September 27, 2022, and Agreed to Items dated June 21 and 22, 2022 concerning the 2022-2025 Collective Agreement for Unifor BE RATIFIED.

2. Offer to Purchase Industrial Land – Innovation Park – Concept Millwork Corporation

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 I, being composed of Part of Block 3, Plan 33M-544 more specifically shown as Part 1 and Part 2, Plan 33R-21109, being part of PIN 081970291, located in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Concept Millwork Corporation (the “Purchaser”) to purchase 3.84 acres of the subject property from the City, at a purchase price of \$672,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms set out in the Agreement.

3. Acquisition – Buy Back of Industrial Land from 2842613 Ontario Ltd. – Innovation Industrial Park, Phase II

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to industrial land located in Innovation Industrial Park, Phase II, containing an area of 6.0 acres Part of Block 1, Plan 33M-592, Parts 14 and 17, Plan 33R-20884, located in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “C”, the following actions be taken:

- a) the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by The Corporation of the City of London (the “Purchaser”) to repurchase 6.0 acres of the subject property from 2842613 Ontario Ltd., for the sum of \$378,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and,
- b) the financing for the acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Lease of City-Owned Land for Billboard Advertising

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the Lease Agreement between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited for the Lease of City-owned lands for billboard advertising, the Lease Amending Agreement (the “Lease”), attached as Appendix “A” between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited, for the lease of up to eight (8) locations as detailed in the agreement BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Lehman

Seconded by: S. Stevenson

Motion to approve item 4.

4. Property Acquisition – 2 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 2 Kennon Place, further described as Lot 10, Plan 449 (4th), being all of PIN 08357-0027 (LT), containing an area of approximately 2,475.00 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 Dana Mary Jeanette Hewitt (the “Vendor”), to sell the subject property to the City, for the sum of \$430,500.00 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”.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: H. McAlister

Seconded by: E. Pelozza

That Introduction and First Reading of Bill No.’s 4 to the revised Bill No. 23 and Added Bill No.’s 24, 25 and 27, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: D. Ferreira

Seconded by: S. Lehman

That Second Reading of Bill No.’s 4 to the revised Bill No. 23 and Added Bill No.’s 24, 25 and 27, and excluding Bill No. 10, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: A. Hopkins  
Seconded by: P. Van Meerbergen

That Third Reading and Enactment of Bill No.'s 4 to the revised Bill No. 23 and Added Bill No.'s 24, 25 and 27, excluding Bill No. 10 BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: P. Cuddy  
Seconded by: S. Lewis

That Second Reading of Bill No. 10, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, A. Hopkins, and S. Franke

**Motion Passed (12 to 3)**

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

That Third Reading and Enactment of Bill No. 10, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, A. Hopkins, and S. Franke

**Motion Passed (12 to 3)**

Motion made by: C. Rahman  
Seconded by: S. Stevenson

That Introduction and First Reading of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**



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

That Second Reading of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

That Third Reading and Enactment of Bill No. 26, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

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

Bill No. 4	By-law No. A.-8305-4 - A by-law to confirm the proceedings of the Council Meeting held on the 13th day of December, 2022. (City Clerk)
Bill No. 5	By-law No. A.-8306-5 - A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2023. (2.1/1/CSC)
Bill No. 6	By-law No. A.-8307-6 - A by-law to authorize and approve the Purchasing and Revenue Share Agreement between Extendicare (Canada) Inc. carrying on business as SGP Purchasing Partner Network (“SGP”) and The Corporation of the City of London, commencing January 1, 2023, for the purpose of participating in a Revenue Share Program to receive a share of rebates received by the SGP on volume purchases of food products and other related services and products. (2.2/1/CPSC)
Bill No. 7	By-law No. A.-8308-7 - A by-law to approve the Automatic Aid Agreement between The Corporation of the City of London and The Corporation of the Municipality of Central Elgin; and to authorize the Mayor and Clerk to execute the Agreement. (2.4/1/CPSC)
Bill No. 8	By-law No. CP-25 - A by-law to require the conveyance of land for park or other public recreational purposes as a condition of the development or redevelopment of land within the City of London, or the payment of money in lieu of such conveyance (the “Parkland Dedication By-law”) (4.3/1/CPSC)
Bill No. 9	By-law No. C.P.-1512(bw)-8 - A by-law to amend The Official Plan relating to 4452 Wellington Road South. (3.9a/1/PEC)
Bill No. 10	By-law No. C.P.-1512(bx)-9 - A by-law to amend The Official Plan relating to 952 Southdale Road West. (3.10a/1/PEC)
Bill No. 11	By-law No. CPOL.-227(b)-10 - A by-law to amend By-law No. CPOL.-227-479 as amended, being “A by-law to revoke and repeal Council policy related to Travel & Business Expenses and replace it with a new Council policy entitled Travel & Business Expenses” to repeal and replace Schedule A. (2.2/1/CSC)
Bill No. 12	By-law No. L.S.P.-3505-11 - A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Wellington Gateway Project. (2.4/1/CSC)
Bill No. 13	By-law No. L.S.P.-3506-12 - A by-law to designate 634 Commissioners Road West to be of cultural heritage value or interest (2.5/16/PEC – 2022)
Bill No. 14	By-law No. S.-6210-13 - A by-law to assume certain works and services in the City of London. (North Longwoods Phase 3A; 33M-582) (Deputy City Manager, Environment and Infrastructure)
Bill No. 15	By-law No. Z.-1-233070 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3195, 3207 White Oak Road and 2927 Petty Road. (3.1/1/PEC)

Bill No. 16	By-law No. Z.-1-233071 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2846 and 2870 Tokala Trail. (3.2/1/PEC)
Bill No. 17	By-law No. Z.-1-233072 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 870-922 Medway Park Drive. (3.3/1/PEC)
Bill No. 18	By-law No. Z.-1-233073 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 338 Boler Road. (3.4/1/PEC)
Bill No. 19	By-law No. Z.-1-233074 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6092 Pack Road. (3.5/1/PEC)
Bill No. 20	By-law No. Z.-1-233075 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 931-1225 Southdale Road East. (3.6/1/PEC)
Bill No. 21	By-law No. Z.-1-233076 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 307 Sunningdale Road East. (3.8/1/PEC)
Bill No. 22	By-law No. Z.-1-233077 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4452 Wellington Road South. (3.9b/1/PEC)
Bill No. 23	By-law No. Z.-1-233078 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 952 Southdale Road West. (3.10b/1/PEC)
Bill No. 24	By-law No. A.-8309-14 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Concept Millwork Corporation, for the sale of City owned industrial land located in Innovation Park Phase I, being composed of Part of Block 3, Plan 33M-544, more specifically shown as Part 1 and Part 2, Plan 33R-21109, being part of PIN 081970291, located in the City of London County of Middlesex, containing an area of approximately 3.84 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/1/CSC)
Bill No. 25	By-law No. A.-8310-15 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2842613 Ontario Ltd., for the re-purchase of industrial land located in Innovation Park Phase II being composed of Part of Block 1, Plan 33M-592, Parts 14 and 17, Plan 33R-20884, City of London, located in the City of London, County of Middlesex, containing an area of approximately 6.0 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/1/CSC)
Bill No. 26	By-law No. A.-8311-16 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Dana Mary Jeanette Hewitt, for the acquisition of the property located at 2 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. (6.4/1/CSC)

Bill No. 27	By-law No. A.-8312-17 - A by-law to authorize and approve a Lease Amending Agreement between The Corporation of the City of London and Pattison Outdoor Advertising LP, by its general partner Pattison Outdoor Advertising Limited for billboard advertising, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/1/CSC)
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**14. Adjournment**

Motion made by: P. Cuddy  
Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting is adjourned at 4:26 PM.

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Josh Morgan, Mayor

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Michael Schulthess, City Clerk

## Schedule "A"

Submitted by the Corporation September 27, 2022 at approximately 6:30PM

**This offer is a total package offer – the offer must be agreed in its entirety.**

### MEMORANDUM OF AGREEMENT

**BETWEEN**

**Dearness Home (The Corporation of The City of London)**

(the "Corporation")

AND

**UNIFOR**

(the "Union")

The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 days following ratification by both Parties unless otherwise indicated. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1. The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.
2. The Parties agree that the renewed Collective Agreement shall include the "Agreed to items" signed and dated June 21 and June 22, 2022 and the terms and conditions of the Previous Collective Agreement that expires June 30, 2022, except as amended, deleted from or added to by virtue of this Memorandum.

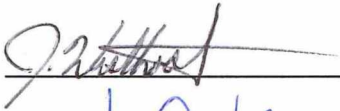
Submitted by the Corporation September 27, 2022 at approximately 6:30PM

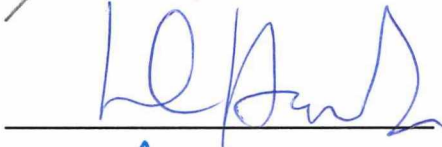
- Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

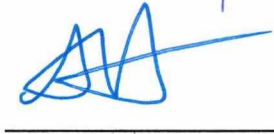
Signed this 27 day of, September, 2022

For the Corporation:

  
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\_\_\_\_\_

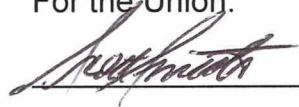
  
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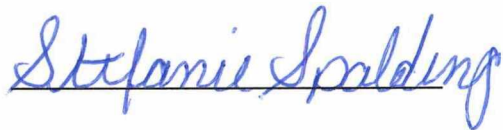
  
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For the Union:

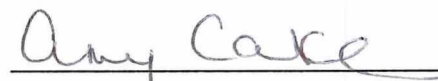
  
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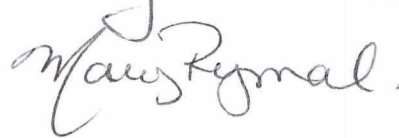
  
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## 1. ARTICLE 7 – REPRESENTATION

7.6 Local chairperson will be permitted scheduled work time in accordance with Article 14 (paid at their regular wages) up to ~~two (2)~~ **three (3)** eight (8) hour shifts per calendar month to conduct union business. It is understood that such shifts will be day shifts. For the purpose of union business the day shift shall be 8:00 a.m. until 4:00 p.m. Such shifts shall be previously approved by the chairperson's manager or designate.

## 2. Article 14 – Hours of Work

Amend Article 14.2 (a) as follows:

An employee who works a majority of hours on the afternoon or night shift (**i.e. between the hours of 14:00 and 06:00**) shall receive a \$0.70 shift premium per hour payable for all hours worked.

## 3. Article 14.7

Increase weekend premium from \$0.55/ hour to **\$0.65/hour** effective **July 1, 2022**.

## 4. Article 15 – Paid Holidays – Full Time and Part Time

Add:

National Day for Truth and Reconciliation (September 30)

## 5. Article 16.3 – Sick Leave Full Time Employees Only

....

~~(h) If an employee has had three (3) periods of Sick Leave with pay in a calendar year, the Employer may withhold payment of sick leave for any subsequent absences in that year, notwithstanding that the employee may have accumulated Sick Leave Credits. It is the policy of the Employer and the Union to prevent abuse of Sick Leave and the withholding of any sick leave payment under this Article shall be in addition to and not in substitution for any other action the Employer may take in the event of an unauthorized absence of an employee. Nothing in this clause shall prevent an employee from filing a grievance if they are denied Sick Leave with pay or are disciplined or discharged for alleged unauthorized absence.~~

## 6. ARTICLE 19 - HOSPITAL, MEDICAL, PENSION , INSURANCE PROGRAM

Amend Article 19.1(a) as follows:

***Full – Time Employees Only***

(a) The Employer will pay 100% of the premiums for the following benefit programs:

Submitted by the Corporation September 27, 2022 at approximately 6:30PM

- The maximum prescription dispensing fee covered will be \$9.00. Any drug plan will provide for:
  - **mandatory generic substitution** ~~substituting except upon express instruction of a physician;~~
  - **a drug watch program; and**
  - **a specialty drug program.**
- Increase vision care benefit from \$285.00 to **\$350.00** effective 30 days following the date of ratification

ADD NEW provision:

- Add new language:  
**Dependent coverage for single, dependent children over twenty-one but under twenty-five years of age if enrolled and in full time attendance at an accredited college, university, or school.**
  - Increase combined paramedical benefit from \$1000.00 to **\$2000.00** effective 30 days following the date of ratification
  - **NEW LOU:** Mandatory Generic Drug Substitution – as attached
  - **NEW LOU:** Special Circumstances – limited to speciality drugs as described by the insurer
- (h) Permanent active employees and new permanent employees upon completion of probationary period will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid 60% of gross pay or the weekly EI maximum, whichever is greater, at the time of disability. Benefits will commence following a seven (7) day waiting period ~~or upon exhaustion of sick credits whichever is later~~ and shall be paid for a maximum of 26 weeks. The Corporation will pay 100% of the premium and sick payment which will constitute the Employers obligation respecting the 5/12 portion of the UIC premium reduction rebate owing to employees. Effective June 1, 2022 Short Term Disability benefit will increase to 66 2/3% of gross pay at the time of disability.

Clarification note (not to form part of the collective agreement) – the employee can choose to use sick credits available to them beyond the 7 day waiting period.

## 7. Schedule "A"

Provide for a term commencing July 1, 2022 and ending June 30, 2025 with the following wage increases:

- July 1, 2022 2%
- July 1, 2023 2%
- July 1, 2024 2%



Submitted by the Corporation September 27, 2022 at approximately 6:30PM

- One time adjustment to the RPN (including RPN Wound Care and RPN MDS/RAI Coordinator) wage rates effective July 1, 2022 of \$3.00.
- One time adjustment to the wage rates for all classifications except for Personal Support Worker/Health Care Aide and RPN (including RPN Wound Care and RPN MDS/RAI Coordinator) as follows:
  - effective July 1, 2022 – one time adjustment of \$0.20
  - effective July 1, 2023 – one time adjustment of \$0.20
  - effective July 1, 2024 – one time adjustment of \$0.20
- one time adjustment to the Personal Support Worker/Health Care Aide Classification wage rates effective July 1, 2022 of \$0.15

NOTE: The wage adjustment will be added to the current base wage rate and then the 2% would be applied

**NEW LOU:** Ontario Government Long Term Care PSW Permanent Wage Enhancement -attached

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON  
(DEARNESS SERVICES)**

- and -

**UNIFOR, LOCAL 302**

**Re: Ontario Government Long Term Care PSW Permanent Wage Enhancement Funding**

The parties agree that should the Ontario Government discontinue the current Long Term Care PSW Permanent Wage Enhancement Funding during the term of this Collective Agreement, they will meet to discuss.

## **LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON  
(DEARNESS SERVICES)**

- and -

**UNIFOR, LOCAL 302**

### **Re: Mandatory Generic Drug Substitution – Article 19.01(a)**

The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution in Article 19.1(a):

1. The parties agree to grandparent any employee or their dependent who was prescribed and continuously using a brand name drug prior to [insert date of ratification] shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the employee or their dependent is no longer prescribed the drug. Employees or their dependents who meet these criteria and wish to continue coverage of the brand name drug must comply with the process as provided by the Corporation or its delegate. This process shall include proof of payment from the pharmacy verifying the cost and amount paid by the employee or their dependent within 60 days of ratification. If proof of payment and any other requirements are not submitted within 60 days of ratification the Mandatory Generic drug substitution will apply for all brand name drugs continuously prescribed prior to the date of ratification.
2. Employees or their dependents applying for an exemption to mandatory drug substitution in accordance with the insurer's process and Article 19.1(a) of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation will reimburse such employees or their dependents for physician's fees incurred in obtaining that consent/filling out the form on condition that the employee provides a written invoice verifying the cost and amount paid by the employee or their dependent.

**LETTER OF UNDERSTANDING**

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON  
(DEARNESS SERVICES)**

- and -

**UNIFOR, LOCAL 302**

**Re: Special Circumstances – limited to specialty drugs as described by the insurer**

The parties agree to the following as it relates to circumstances where an employee or their dependent is denied a specialty drug under the drug plan identified in Article 19.1(a):

1. At the request of the Union and with the written consent of the employee, the Corporation will make a request to the insurer to reconsider, based on compassionate/extraordinary grounds, providing the employee or their dependent coverage of the speciality drug that was denied.
2. The Union understands and acknowledges that the Corporation is not responsible, financial or otherwise, to provide coverage of speciality drugs that are denied by the insurer and that consideration of requests made under this Letter of Understanding are at sole discretion of the insurer.

## Schedule "B"

Submitted June 21, 2022 at approximately 1:40PM

### AGREED TO ITEMS June 21, 2022

1. Increase current 20-minute paid lunch to 30-minute paid lunch
2. ARTICLE 15 – Paid Holidays

Amend as outlined below:

....  
15.1

The Lieu Day is to be taken within the year it is accumulated. **Employees in their probationary period will not be provided the Lieu Day.** In the event the employee is unable to take the lieu day, it will be paid out at the end of the year.

### 3. Article 18 – Bereavement Leave

Amend Article 18.1 as follows:

1. In the event of the death of an employee's wife, husband, partner, child, grandchild, parent, sister or brother, the employer, at the request of the employee will arrange leave of absence with pay, such period not to exceed five **(5) consecutive shifts. days, excluding scheduled days off.** ~~Bereavement leave days taken by part time employees must be taken within a fourteen day calendar period.~~
2. In the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, the Employer at the request of the employee, will arrange leave of absence with pay, such period not to exceed three **(3) consecutive shifts days** ~~concluding for Part-time employees on the day of the funeral.~~
3. In the event of the death of an employee's grandmother or grandfather, the Employer at the request of the employee will arrange leave of absence with pay for a period not to exceed two **(2) consecutive shifts.** ~~days concluding for Part-time employees on the day of the funeral.~~
4. In the event of the death of an employee's aunt or uncle, the Employer at the request of the employee will arrange leave of absence with pay for a period not to exceed one **(1) shift.** ~~concluding for Part-time employees on the day of the funeral.~~
5. Any such request will be in writing on forms supplied by the Employer, but because of the nature of the said leave, such forms may be filled in by the employee after returning to work.
6. Pay for bereavement leaves are for scheduled shifts only.

Submitted June 21, 2022 at approximately 1:40PM

7. Bereavement Leaves included in this Article may be extended by two paid days under exceptional circumstances at the discretion of the Home Administrator. In addition, the Home Administrator may grant a one (1) **shift day** paid leave for other occasions of bereavement.
8. All relationships listed in this article will be understood to include “step” relationships and relationships associated with an employee’s common-law spouse or partner of the same sex.
9. In the event bereavement leave is required while an employee is on paid vacation, such paid vacation shall be reaccredited to the employee. Management reserves the right to request proof.
10. **Employees may request to use one shift of their applicable bereavement leave to attend an event related to the bereavement. Such requests shall be made at the time that the employee notifies of the bereavement.**
11. **Bereavement leave under this article will commence on the day of the death of the individual listed and must be taken within fourteen (14) days of the death or such other time as agreed to by the employee’s manager subject to operational needs of the Home.**

4. 17.2 – new language

**In accordance with subsection 36(3) of the *Employment Standards Act, 2000*, (as may be amended from time to time), the parties agree that the Corporation shall pay vacation pay for part-time employees that accrues during each pay period on the pay day for that period.**

5. Article 21 – Posting of Staff Vacancy – New

**The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.**

6. Article 22 – Filling of Temporary Full time Positions – Part-Time Employees Only  
NEW:

**The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant**

**cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.**

7. Article 22.1 – Filling of Temporary Regular Part Time Positions – Casual Part Time Employees Only – NEW

**The Corporation will endeavour to notify the successful applicant within thirty (30) calendar days of the posting closing. If the notice to the successful applicant cannot be provided within the thirty (30) calendar days, the Corporation shall advise the Union.**

8. Delete: Letter of Understanding – Uniforms and amend ARTICLE 23 – Uniforms as follows (addressing non-monetary proposals only):

~~23.0 – It is understood and agreed that where employees, other than employees in nursing classifications, are required to wear uniforms, the Employer will supply 4 uniforms to full-time employees and 3 uniforms to part-time employees on an annual basis. The Employer will supply one pair of safety shoes to personnel designated by the Employer, and will replace such shoes as required.~~

~~23.1 – The Employer will supply 4 uniforms annually for staff in a full time capacity in a nursing classification. The Employer will supply two (2) uniforms for staff in a part time capacity in a nursing classification.~~

23.0 **For those employees who are required to wear uniforms, these employees shall be provided with a uniform allowance as follows:**

- **Two hundred dollars (\$200.00) per year for full time employees actively at work to be paid in two installments of one hundred dollars (\$100.00) in May and November each year; and**
- **Ten cents per hour (\$0.10/hour) for part time employees paid biweekly.**

**The parties agree that the payment of a uniform allowance for full time employees shall be prorated based on completed months of service. For clarity, employees who are on an *Employment Standards Act* leave are considered to be actively at work.**

**The Employer will supply one pair of safety shoes to personnel designated by the Employer, and will replace such shoes as required.**

9. **Update Schedule A**
- **Include any new job classifications/title changes**

Submitted June 21, 2022 at approximately 1:40PM

- Amend "Volunteer Coordinator" to "Volunteer/Recreation Coordinator"
10. Renew the following letters of understanding:
    - Format of Collective Agreement
    - Education Leave
    - Resident Abuse
    - Women's Advocate
    - Outbreaks in the Workplace
    - Diversity and Inclusion
  11. Letter of Understanding - Call-in and Overtime amend as follows:

#### Call-In Guidelines

1. When calling in part time staff, call phone number listed by the staff person's name.
2. Names are listed in order of seniority. Shift preferences as listed; will try to acknowledge this but when short, call for any shift.
3. ~~Call-in list will be updated twice a year (June 30<sup>th</sup> and December 31<sup>st</sup>).~~
4. A five (5) minute wait time will be used between call-ins to allow staff time to respond with the exception of 21:00 to 7:00 Monday to Friday and 18:00 to 07:00 Saturday and Sunday.
5. If the shift has to be filled within a three (3) hour period of the start of the shift, the 5 minute wait time will not be required.
6. Call-ins received will be offered to all eligible part time employees in order of seniority using a rotating seniority list. Work opportunities shall be offered as received. The most senior part time employee will be offered a choice and if more than one work opportunity is required, the part time employee will only be able to accept one shift, excluding Saturdays and Sundays.



7. For a three (3) month trial period beginning thirty (30) days following the date of ratification, the parties agree to include the step outlined below as part of the call-in process:

If an eight (8) hour shift comes available and the next part time employee on the call-in rotation is currently scheduled to work a four (4) hour shift, the employee will be offered the opportunity to work the eight (8) hour shift. If the employee accepts the eight (8) hour shift, the Employer will offer the opportunity to work the vacated four (4) hour shift to the next employee on the rotation including those part time employees who were offered the original eight (8) hour shift but did not accept.

After the completion of the trial period, the Union and the Employer will meet to review and if both wish to continue with the above step as part of the call-in procedure they shall confirm their agreement in writing.

8. Overtime offered to staff on duty to cover a shift that was not able to be covered through the call-in procedure must be done by seniority. The scheduler or manager/supervisor will offer overtime to the most senior part time staff working and will continue down the seniority list until the shift is accepted. If no part time staff accepts, the offer will go to the most senior full time staff working and will continue down the seniority list until the shift has been accepted.
9. Any demonstrated inequity regarding overtime opportunities brought to the attention of management will be remedied. The remedy will be that the next available overtime opportunity will be offered to the individual. This offer will be extended up to three (3) times.
10. ~~Employees on the call-in list, who do not accept a call-in in a three (3) month period shall be removed from the call-in list for the following six (6) months.~~

12. Letter of Understanding – Temporary Full-Time Hours amend as follows:

Notwithstanding the criteria of Article 22 of the Collective Agreement, opportunities for temporary full-time hours during the summer months (~~mid-June~~ **May 1** to mid September) will be made available for the following Nursing positions: 15 PSW/HCA, 6 RPNs, 2 Dietary Aides, 2 Housekeeping Aides, 2 Laundry Aides and 1 Cook.

Successful incumbents will only be eligible for one **full week (5 days)** of vacation **and 2 single vacation days**, during the summer months in which they are working in the temporary full time position.

Submitted June 21, 2022 at approximately 1:40PM

13. Letter of Understanding – Emergency Call-In List amend as follows:

1. Part time and **Full time** workers may be placed on an “Emergency Call-in List” for classifications other than **her/his** their own provided that they are qualified to perform the duties with minimal training and orientation.

2. **Emergency call-in lists may be created** for the following classifications ~~will be limited to the specified numbers of workers to be placed on the list:~~

Housekeeping	<del>3 workers</del>
Laundry	<del>2 workers</del>
Activities	<del>1 worker</del>
Cooks	<del>2 workers</del>
Dietary Aide	<del>4 workers</del>
Kitchen Help	<del>4 workers</del>
Personal Support Worker/Health Care Aide	<del>4 workers</del>
Maintenance	<del>2 workers</del>

3. A ~~part time~~ worker may be placed on no more than two (2) lists, and cannot be placed on the list for their own classification.

4. These lists can only be utilized after the Call-in procedure and the Overtime procedure as specified in the collective agreement have been exhausted. **Part time employees on the list will be called in first by order of seniority on a rotating basis followed by full time employees by order of seniority on a rotating basis.**

~~5. The most senior part time applicant(s) will be awarded the position on the list. If a worker on the emergency list declines 3 consecutive emergency shifts, they will be removed from the list. The vacant position on the list will be posted for 14 days. The most senior part time worker will then be awarded the vacant position.~~

6. The rate of pay will be the top rate for the emergency classification.

7. The worker's home classification will have priority for call-ins.

8. Under no circumstances will a worker be awarded a permanent position in their emergency area due to any extra experience gained through this Letter. All permanent postings will continue as per the collective agreement.

14. Letter of Understanding – Regular Part-Time and Casual Part-Time amend as follows:

...

10. Casual Part time employees will be deemed available for all shifts and may be

Submitted June 21, 2022 at approximately 1:40PM

scheduled for any shift with **the exception that they will be provided with two weekends off in every four.**

15. Letter of Understanding – Scheduling Times and Rotations amend as follows:  
Regular Part Time Employees Only

**NEW:**

**A vacated part time line as described above and the subsequent vacated part time lines will only be posted a maximum of three (3) times as follows:**

- **First posting – vacated part time line;**
- **Second posting – the part time line that is vacated after the employee accepts the above “first” posted line; and**
- **Third posting – the part time line that is vacated after the employee accepts the above “second” posted line.**

Full Time Employees Only

~~3. It is understood that in order for a full time employee to be eligible to apply for a vacated line as outlined above, they must work a shift or hours of work that differ from the vacant line~~

**NEW:**

**A vacated full time line as described above and the subsequent vacated full time lines will only be posted a maximum of three (3) times as follows:**

- **First posting – vacated full time line;**
- **Second posting – the full time line that is vacated after the employee accepts the above “first” posted line; and**
- **Third posting – the full time line that is vacated after the employee accepts the above “second” posted line.**

16. Letter of Understanding - Summer Students – PSW/HCA

...

1. The Corporation may seek to employ individuals outside of the bargaining unit to work either full time temporary hours (in accordance with paragraph 3) or part time casual temporary hours in the PSW/HCA classification up to a maximum of 15 positions. **Posting for these positions will occur no later than January 15<sup>th</sup>.**

...

Submitted June 21, 2022 at approximately 1:40PM

4. The parties agree that individuals hired under the terms of this Letter of Understanding will be considered as casual part time employees under the Collective Agreement. With the exception that Article 21 and Article 12.9 will not apply to individuals hired in accordance with paragraph 2 **and they shall not receive the Lieu Day outlined in Article 15.2.**

17. NEW LOU Weekend Part Time

- New Letter of Understanding - Weekend Part Time

Weekend Part Time employees are those employees who work within the classification of Personal Support Workers/Health Care Aides (PSW/HCA) and/or Registered Practical Nurses (RPN) and work one of the following shifts:

- Day Shift – Saturday and Sunday
- Evening Shift –Saturday and Sunday
- Night Shift – Friday and Saturday

It is understood that a Weekend Part Time employee must work the weekend shift schedule that they have agreed to as outlined above.

The provisions of the Collective Agreement applicable to Part Time employees apply to the Weekend Part Time employees with the following exception outlined below.

- i. They may only be offered opportunities for additional shifts as follows:
  - available shifts on weekends and holidays that the Corporation is unable to fill after offering the shifts through the call in process after all available and qualified employees (who are not Weekend Part Time) have been considered;
  - available shifts for the Christmas schedule after all available and qualified employees (who are not Weekend Part Time) have been considered.
  - Weekend Part Time employees will be offered any of the above additional available shifts in order of seniority on a rotating basis
- ii. Notwithstanding the Letter of Understanding re: Scheduling Times and Rotation, Weekend Part Time will not be considered for vacant Regular Part Time scheduled lines. Should a Weekend Part Time line become vacant on a permanent or temporary basis (12 weeks or greater), it will first be offered to Weekend Part Time employees. Should no Weekend Part Time employee choose to accept a permanent vacant line, the vacant position will be posted in accordance with the Collective Agreement.

Submitted June 21, 2022 at approximately 1:40PM

- iii. Weekend Part Time employee shall take vacation **in** at least one week blocks. A week of vacation is defined as the regularly scheduled shifts in a calendar week. For clarity, Weekend Part Time employees will not be granted single days of vacation.
- iv. Articles 14.1, 14.6, 14.10(c), (f), Article 15.1 (first and second paragraphs) Article 15.3(e), Article 22 and Letter of Understanding Regular Part Time and Casual Part Time will not apply to Weekend Part Time employees.
- v. Notwithstanding Article 14.5 a Weekend Part Time Employee can only “exchange” shifts that are weekend shifts.
- vi. The Corporation shall not post position(s) for Weekend Part Time between April 1<sup>st</sup> to September 1, unless the parties agree otherwise.

#### 18. New LOU – Responsible RPN Assignment

1. The parties acknowledge that there are times when the scheduled Registered Nurses on shift at the Dearness Home are unable to attend for their shift and the Corporation cannot immediately fill the shifts.
2. The parties agree that Management may assign an RPN as the “Responsible RPN” in the circumstances outlined in paragraph 1 above and the terms outlined below shall apply.
  - I. While assigned as the “Responsible RPN” the employee shall receive an hourly rate equivalent to 142.4% of the 1-year rate for the RPN classification in Schedule A of the Collective Agreement.
  - II. When a Responsible RPN is required, the Corporation shall use the assignment sheet and follow this process:
  - III. Offer the “Responsible RPN” shift by seniority to the MDS/RAI Coordinators on duty during the applicable shift
  - IV. Offer the “Responsible RPN shift by seniority to the RPNs on duty during the applicable shift
  - V. If no RPN accepts the assignment after offering it using the above process, the least senior RPN on the applicable shift will be assigned

Submitted June 21, 2022 at approximately 1:40PM

**19. HOUSEKEEPING**

Housekeeping changes including: position title updates (not Schedule "A"), past effective dates(as applicable), typos and grammatical errors

**For Unifor:**

*[Signature]*  
My meal.  
acaro  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**For the Corporation:**

*[Signature]*  
K. LORR.  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

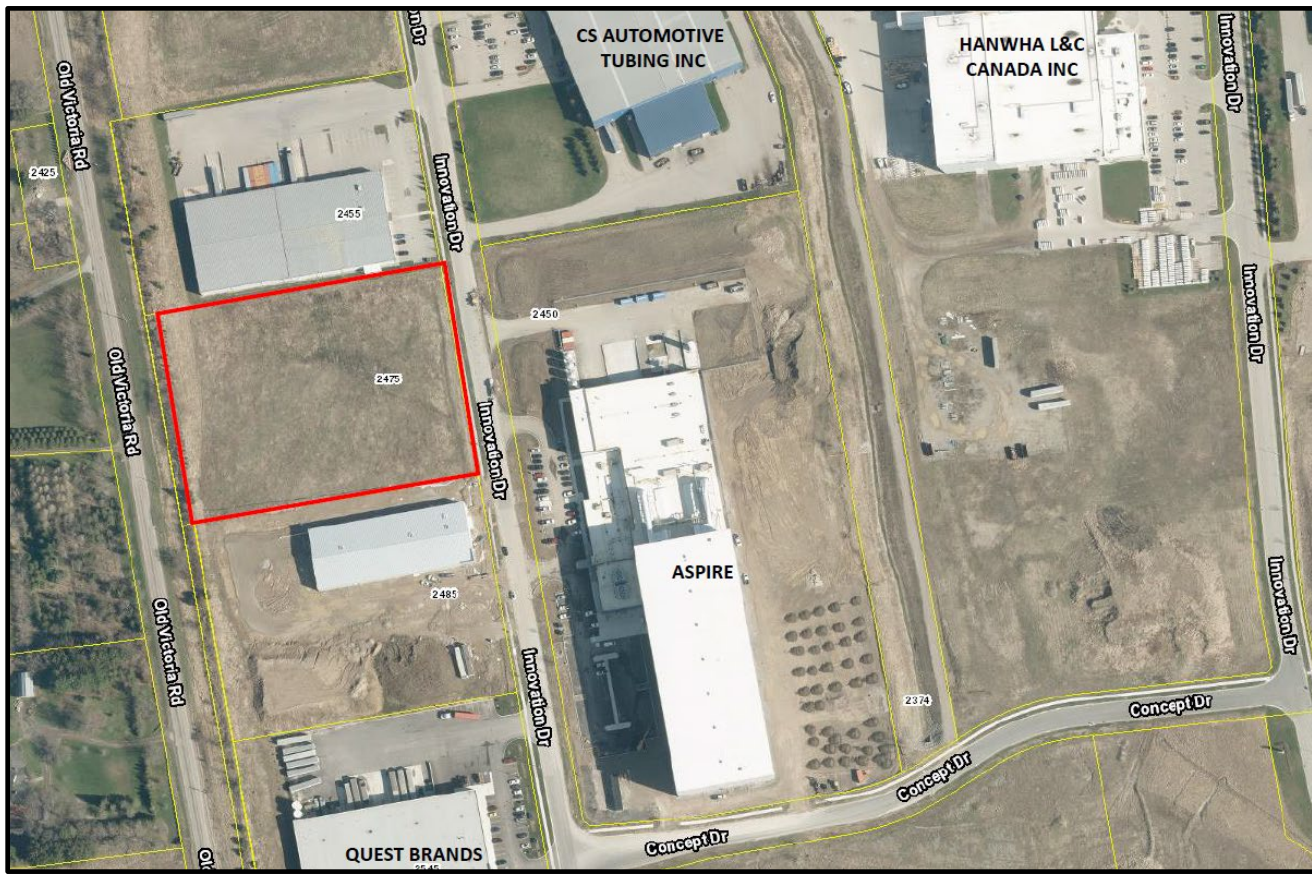


# Appendix A – Location Map Aerial

## Zoomed Out



## Zoomed In





# 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 7<sup>th</sup> day of NOVEMBER, 2022

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**CONCEPT MILLWORK CORPORATION**

Address: 375 Exeter Road, London ON N6E 2Z3

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 **3.84 acres**, Part of Block 3 in Plan 33M-544 more specifically shown as Part 1 and Part 2 of Plan 33R-21109 being part of PIN 081970291 located in the City of London, County of Middlesex as shown highlighted in red on Schedule "C" (the "Property"), to this Agreement, for the price of

**Six Hundred and Seventy Two Thousand Dollars** **(\$672,000.00)**  
of lawful money of Canada calculated at the rate of

**One Hundred and Seventy Five Thousand** **(\$175,000.00)**  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

**Sixty Seven Thousand & Two Hundred Dollars** **(\$67,200.00)**  
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 **March 13<sup>th</sup>, 2023**, 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 **March 13<sup>th</sup>, 2023** 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 **April 14<sup>th</sup> 2023**. 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 (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the 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 Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and shall consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
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, and D 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 **December 16<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 7<sup>th</sup> day of November 2022.

SIGNED, SEALED & DELIVERED

in the presence of

  
Witness:

) **CONCEPT MILLWORK CORPORATION**

) Purchaser

) 

) **Signature of Signing Officer**

) Alexander (Sandy) McTavish

) President

) I Have Authority To Bind The Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, 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 - "Deposited R Plan"  
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 fulfil 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 I Part 1 & 2 in Plan 33R-21109
Name, Address, Postal Code of Purchaser:	Concept Millwork Corporation 375 Exeter Road London, ON N6E 2Z3
Local Company:	Yes
Intended Use of Building - (Describe):	Design and Manufacturing Custom Wooden Doors.
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Custom Design and Manufacturing of wooden Doors.
Number of Employees Anticipated:	Estimated +45 (Full Time)
Number of Square Feet of Building Proposed:	80,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	167,270 sq. ft.
Proposed Building Coverage as % of Lot Area:	47.8 %
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	TBD
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:	Matthew Wilson Certified Specialist, Real Estate Law, Siskinds LLB 275 Dundas St, Suite 1, London, ON, N6B 3L1 519-660-2061 <a href="mailto:matthew.wilson@siskinds.com">matthew.wilson@siskinds.com</a>
Telephone:	
Purchaser's Executive Completing this Form:	Concept Millwork Corporation  (signature) Alexander (Sandy) McTavish President  I have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

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

*SM*

**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.

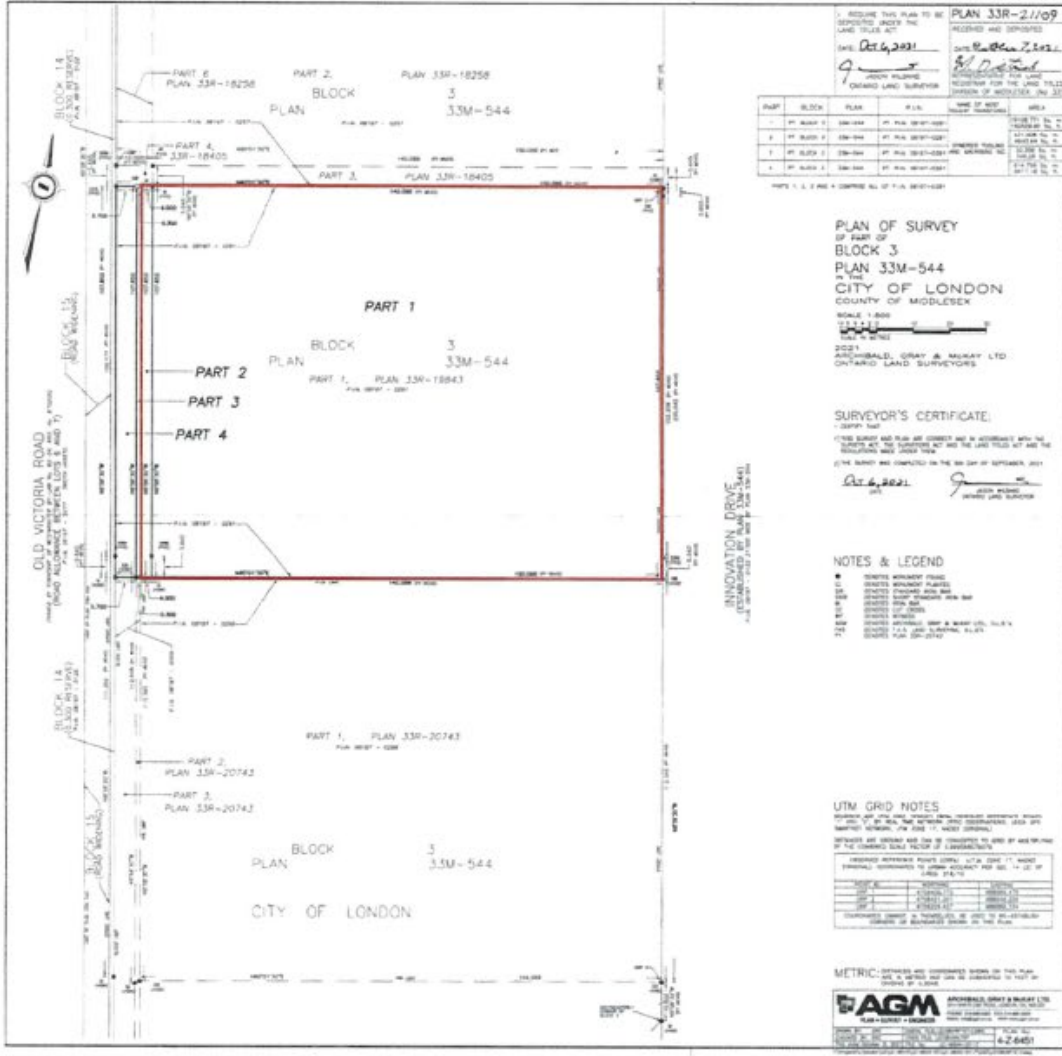
4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

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"

DEPOSITED PLAN 33R-21109



*SM*

**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.

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Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the 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 March 13, 2023 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 March 13, 2023. 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 March 13, 2023. 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.

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

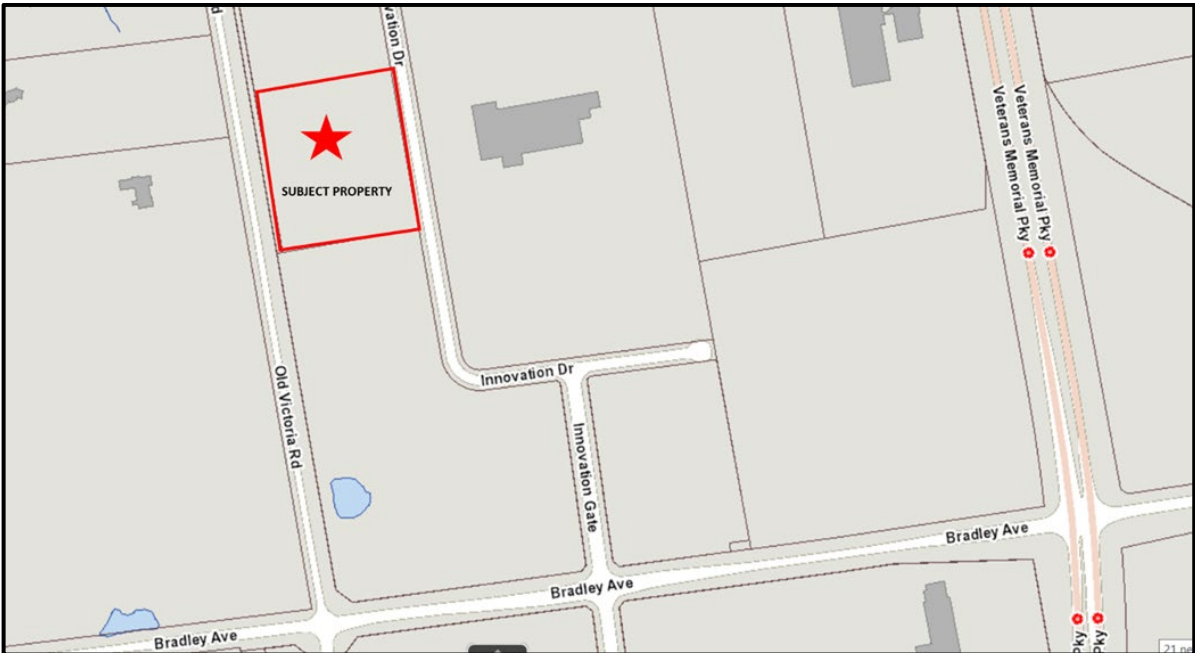
1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations 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.

SM

# Appendix C – Location Map and Aerial



Aerial shown for illustration purposes

## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** 2842613 ONTARIO LTD.

**REAL PROPERTY:**

Address

Location WEST SIDE OF INNOVATION DRIVE

Measurements 460.81 ft x 554.32 ft x 473.97 ft x 554.32 ft x 13.16 ft (6 acres)

Legal Description: PART OF BLOCK 1, PLAN 33M592, PARTS 14 & 17 ON 33R20884 CITY OF LONDON, located in the City of London, County of Middlesex as shown highlighted in red on Schedule "A" (the "Property"), being all of PIN 08197-0319 (LT).

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 Three Hundred and Seventy-Eight Thousand Dollars CDN (\$378,000.00) 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, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
  - Schedule "A" Description of the Property
  - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **December 16<sup>th</sup>, 2022**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **January 13<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 27<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:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

## Appendix B – Agreement of Purchase and Sale Cont'd

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 \_\_\_\_\_, 2022

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

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

## Appendix B – Agreement of Purchase and Sale Cont'd

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 16<sup>th</sup> day of November 2022.

SIGNED, SEALED AND DELIVERED  
In the Presence of

2842613 Ontario Ltd.

Per: 

Name: Matin Sanaat

Title: Director

*I/We Have the Authority to Bind the Corporation*

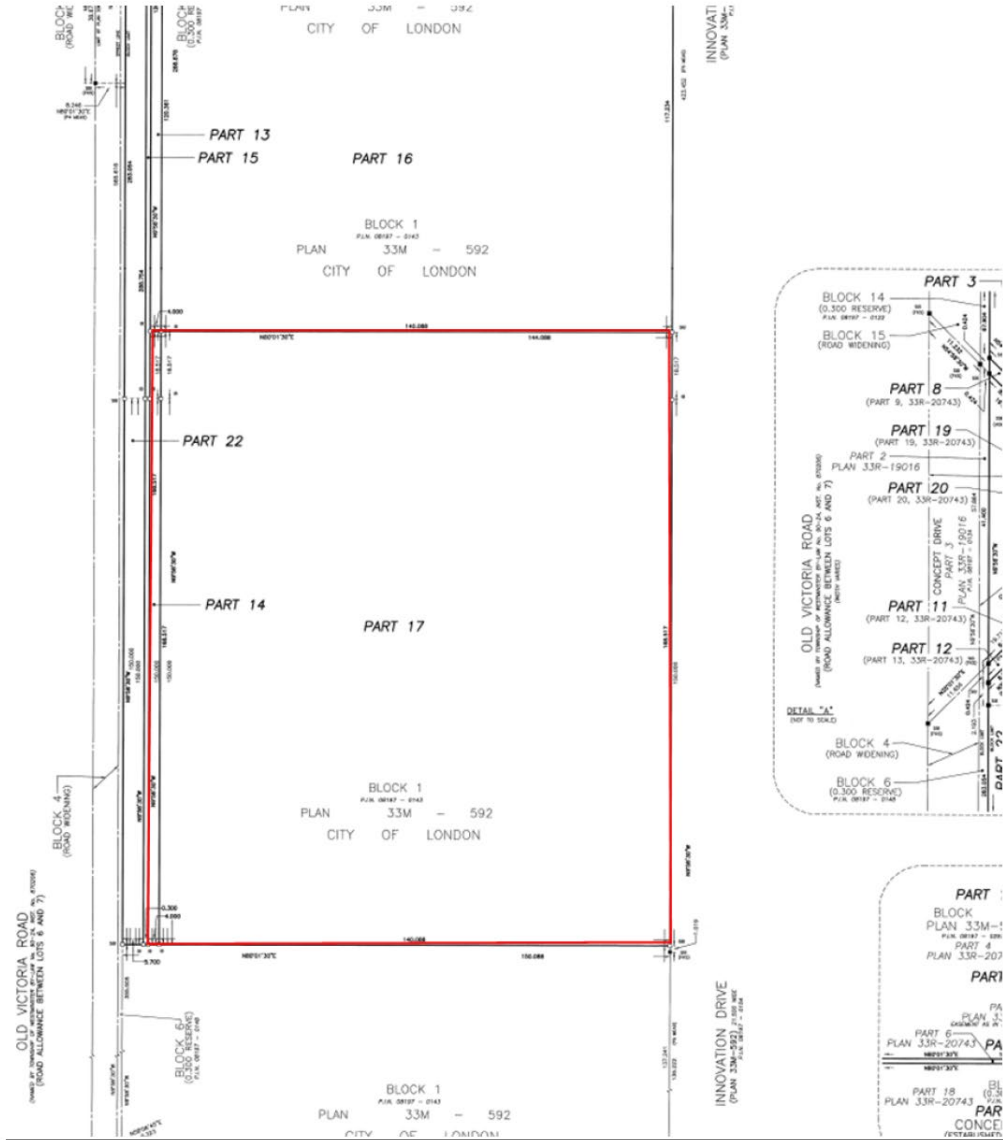
VENDOR'S LAWYER: Peter A. Saad, Partner, Corporate & Commercial, Loopstra Nixon LLP, 135 Queens Plate Drive, Suite 600, Toronto, On, Canada M9W 6V7, Phone : 416.748.5264, Email : psaad@loonix.com

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

# Appendix B – Agreement of Purchase and Sale Cont'd

## SCHEDULE "A"

### 6 ACRE PARCEL PT BLK 1, PLAN 33M592, PTS 14 & 17 ON 33R20884



## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE B

1. **FARM LEASE:** If applicable, the Vendor agrees to terminate any existing farm lease for the property on or before the Closing of this transaction.
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 6<sup>th</sup> 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 business days after the Purchaser's receipt of the Direction re: Funds.
3. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).



# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#22155

November 28, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - Buy Back of Industrial Land  
Innovation Industrial Park, Phase II  
(Subledger LD220145)  
Capital Project ID1145 - Future Industrial Land Acquisition  
2842613 Ontario Ltd.

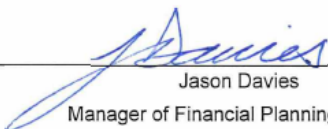
### Finance Supports Report on the Sources of Financing:

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 Acquisition	43,064,725	40,436,904	390,833	2,236,988
City Related Expenses	32,570	32,570	0	0
<b>Total Expenditures</b>	<b>\$43,097,295</b>	<b>\$40,469,474</b>	<b>\$390,833</b>	<b>\$2,236,988</b>
<b>Sources of Financing</b>				
Capital Levy	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund	16,597,295	13,969,474	390,833	2,236,988
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	15,200,000	0	0
<b>Total Financing</b>	<b>\$43,097,295</b>	<b>\$40,469,474</b>	<b>\$390,833</b>	<b>\$2,236,988</b>

### Financial Note:

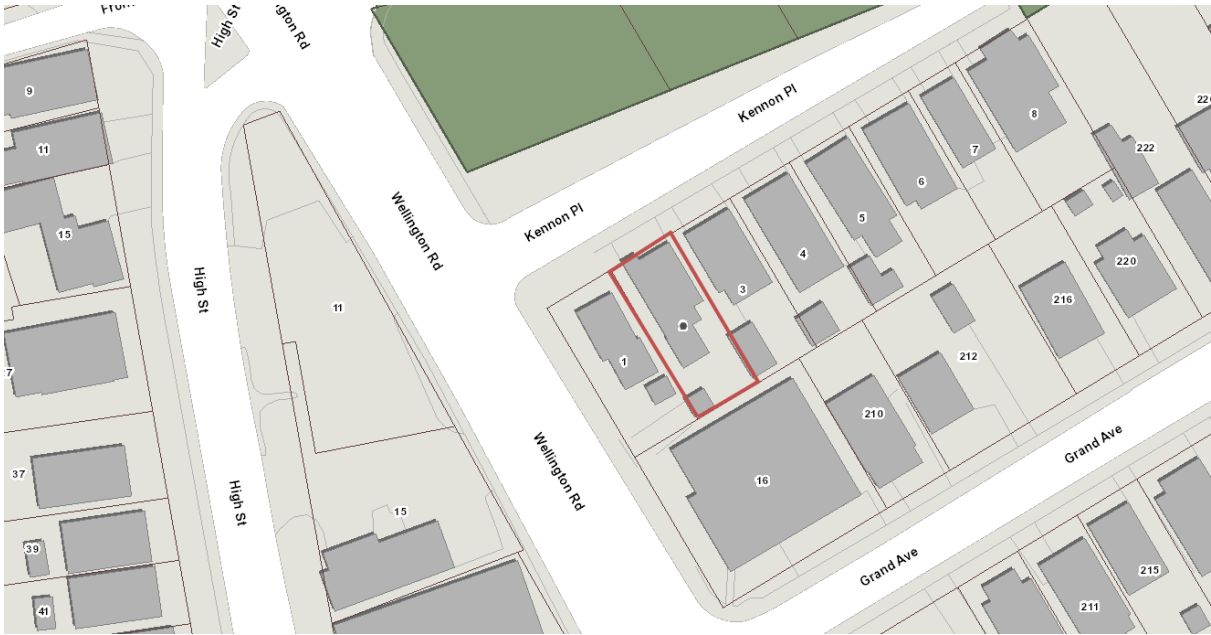
Purchase Cost	\$378,000
Add: Legal Fees etc.	2,000
Add: Land Transfer Tax	4,145
Add: HST @13%	49,400
Less: HST Rebate	<u>-42,712</u>
Total Purchase Cost	\$390,833

  
\_\_\_\_\_  
Jason Davies  
Manager of Financial Planning & Policy

jg

# Appendix B – Location Map

## 2 Kennon Place



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

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

**VENDOR:** DANA MARY JEANETTE HEWITT

**REAL PROPERTY:**

Address 2 Kennon Place, London, ON N6C 1K7

Location East side of Wellington Road, South of Kennon Place

Measurements approximately 229.93 m<sup>2</sup>/ 2,475.00 ft<sup>2</sup>

Legal Description Lot 10, Plan 449 (4<sup>th</sup>), in the City of London, County of Middlesex, being all of PIN 08357-0027 (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 FOUR HUNDRED AND THIRTY THOUSAND FIVE HUNDRED DOLLARS CDN (\$430,500.00) 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 December 16<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 13<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 27<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:** 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 Schulthess, 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 21<sup>st</sup> day of October, 2022.

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: 

Name: Dana Hewitt

Title: \_\_\_\_\_

VENDOR'S LAWYER: Derek Truelove 519-539-1234

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

*dtruelove@nesbittlaw.com*

#### 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, 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 Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$21,525.00, prior to 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.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.
9. **LEASE CONDITION:** This offer is conditional upon the Purchaser and Vendor entering into a residential lease to continue the existing use of the Property rent free (subject to operating costs as determined by the City which is the responsibility of the Vendor) for a term of one (1) year, on or before January 27, 2023. If, within that time, the parties are unable to finalize and execute a lease agreement to their mutual satisfaction, this Agreement notwithstanding any intermediate acts or negotiations, 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. This condition is for the benefit of both the Vendor and Purchaser and shall only be waived on the consent of both parties.
10. **CHATELS INCLUDED:**
11. **FIXTURES EXCLUDED:**
12. **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

#22153

November 28, 2022  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 2 Kennon Place - Wellington Gateway Project  
(Subledger LD220052)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Dana Mary Jeanette Hewitt

### 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	24,032,900	20,197,265	469,136	3,366,499
<b>Total Expenditures</b>	<b>\$24,032,900</b>	<b>\$20,197,265</b>	<b>\$469,136</b>	<b>\$3,366,499</b>
<b>Sources of Financing</b>				
Capital Levy	2,527,303	2,123,947	49,334	354,022
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	20,505,597	18,073,318	419,802	2,012,477
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1)	1,000,000	0	0	1,000,000
<b>Total Financing</b>	<b>\$24,032,900</b>	<b>\$20,197,265</b>	<b>\$469,136</b>	<b>\$3,366,499</b>

### Financial Note:

Purchase Cost	\$430,500
Add: Legal Fees etc.	25,525
Add: Land Transfer Tax	5,085
Add: HST @13%	59,283
Less: HST Rebate	-51,257
<b>Total Purchase Cost</b>	<b>\$469,136</b>

**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 Davies  
Manager of Financial Planning & Policy

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## Appendix A – Lease Amending Agreement

### LEASE RENEWAL AND AMENDING AGREEMENT

THIS AMENDMENT AND EXTENSION AGREEMENT is made in triplicate this \_\_\_ day of \_\_\_\_\_, 20\_\_.

#### BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

- and -

#### PATTISON OUTDOOR ADVERTISING LP

by its general partner Pattison Outdoor Advertising Ltd.

(hereinafter referred to as the “Lessee”)

#### WHEREAS:

- A. By a lease dated October 23<sup>rd</sup>, 2017 (the “**Lease**”) between the City and Lessee, the City leased certain parcels of land (collectively, the “**Land**”) as more particularly described in Schedule “A” of the Lease, to the Lessee, for and during a term (referred to in the Lease as “**Term**”) of five (5) years expiring on December 31<sup>st</sup>, 2022;
- B. The Agreement provided for two (2) options to renew the Lease with respect to the Land for a term of five (5) years each, from and after the expiration of the Term, provided certain notice requirements were met;
- C. As a result of further discussions, the parties have agreed to amend the Agreement and to extend the Term of the Agreement as hereinafter set forth;
- D. For the purposes of this Lease Renewal and Amending Agreement, the Lease and the Lease Renewal and Amending Agreement are collectively referred to as the “**Lease**”;

**NOW THEREFORE**, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. The parties hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and in fact.
2. Extension Term

Pursuant to Section 2 of the Lease, the parties agree to extend the Term of the Lease for a further period of five (5) years commencing January 1<sup>st</sup>, 2023 and ending December 31<sup>st</sup>, 2027 (“**Extension Term**”) upon the same terms and conditions of the Lease except as modified in this

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Lease Renewal and Amending Agreement. The City reserves the right, at its sole discretion, to renew the contract, in whole or in part, for up to one (1) additional five (5) year period.

3. Payment

Pursuant to Section 4.1 of the Lease, and specifically during the Extension Term, the Lessee agrees to pay to the City the annual lease fee for each respective parcel of Land, based upon the advertising sign located thereon, as specified in Schedule "B" attached hereto, which amount shall be payable in equal quarterly installments commencing on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> (the "**Payment Date(s)**") in each year of the Extension Term.

For any advertising sign that is in operation is for less than a full calendar year, the lease fee applicable to that payment year for that parcel of Land shall be pro-rated and multiplied by a fraction, the numerator of which is the number of days from the first day payment is applicable to the last day of that payment year and/or the earlier expiration the Lease, and the denominator of which is the total number of days in that payment year.

4. Upgrade of Sign Inventory:

During the Term of this Lease, the City agrees that the Lessee shall be permitted to replace its existing static advertising display faces on parcel 2 and parcel 4 with LED displays, provided that the Lessee has received all requisite governmental approvals. In the event of the foregoing, the Lessee's annual lease fee for each respective parcel of Land shall be increased from the amounts listed on Schedule "B" to Schedule "B-1", and the Lessee's annual payment to the City shall be prorated from the in-service date of each sign, which date shall be the date which an electrical connection to the sign is first established and the sign is actively displaying advertising copy, to the next Payment Date. For greater certainty, parcel 2 currently has one (1) static and one (1) digital sign face, which may be converted to two (2) digital sign faces, while parcel 4 currently has two (2) static sign faces, which may be converted into one (1) static and one (1) digital sign face.

5. Renewal:

Section 5.1 of the Lease shall be deleted in its entirety and replaced with the following:

- a) **Termination by City for cause.** The City may terminate this Agreement in its entirety or in relation to a portion of the areas described in Schedule "A" and require that the Lessee vacate any and all premises by providing one hundred eighty (180) days written notice to the Lessee, without prejudice to any other remedy that City may have, upon the occurrence of any of the following:
  - i) Nonpayment. Lessee fails to pay or cause to be paid by any amount that has become due and payable by it within ten (10) days after notice of such failure;
  - ii) Material breach. Lessee defaults in the performance of, or fails to perform, any of its material obligations under this Agreement, and after

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thirty (30) day's written notice and an opportunity to cure, such breach or failure is not cured; and

- iii) Insolvency. Lessee becomes insolvent, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or makes a general assignment for the benefit of creditors; commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of itself or its debts or assets, or adopts an arrangement with creditors, under any bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law of Canada or any Province thereof for the relief of creditors or affecting the rights or remedies of creditors generally;

The following paragraphs shall be inserted immediately following Section 5.1(a) of the Lease:

- 5.1(b) The City, in its sole and reasonable discretion, may terminate this Lease as it pertains to a specific parcel of land upon which the Lessee has a Sign, upon one hundred and twenty (120) days prior written notice to the Lessee if the City bona fide requires the leased area for or in connection with a municipal need, which would require the removal of the Sign. On the termination date, the Licensee shall remove its Sign, and may invoice the City for its removal costs up to a maximum twenty-five thousand (\$25,000.00) dollars per site, and all fees and other charges owing by the Lessee to the City shall be apportioned and paid to the termination date, and this Lease for that parcel will be fully and completely ended as of the termination date. The parties further agree that there will be no penalty or expense to the City for lost revenue associated with early termination.
  - 5.1(c) Notwithstanding Section 5.1(b), the Lessee acknowledges having received prior notice of a municipal need that will require the permanent and early removal of the Lessee's Signs from parcels 3 and parcel 6, and the applicable termination notice period shall be reduced to sixty (60) days. The Lessee acknowledges the City is not responsible for any removal costs associated with parcels 3 and 6. Removal cost for parcels 3 and 6 to be borne entirely by the Lessee.
- 6. The Lessee represents and warrants that it has the right, full power and authority to agree to amend the Lease as provided in this Lease Renewal and Amending Agreement.
  - 7. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Lease Renewal and Amending Agreement. All capitalized terms and expressions when used in this Lease Renewal and Amending Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed herein.
  - 8. This Lease Renewal and Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of the Lessee.



9. It is understood and agreed that all terms and expressions when used in this Lease Renewal and Amending Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

WITNESS my hand and seal at London, Ontario this \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF the Company has affixed its corporate seal, attested by the hands of its daily authorized officers this 14<sup>th</sup> day of November.

Witness:

PATTISON OUTDOOR ADVERTISING LP.  
by its general partner, PATTISON OUTDOOR  
ADVERTISING LTD.

PER:  \_\_\_\_\_

NAME: NICHOLAS CAMPNEY \_\_\_\_\_

TITLE: DIRECTOR, LEASING AND LEGISLATION \_\_\_\_\_

*I/We Have the Authority to Bind the Corporation*

IN WITNESS WHEREOF the Corporation of the City of London 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

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Shulthess, City Clerk

**SCHEDULE B Current Portfolio:  
LEASE FEE PER LOCATION**

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1. South side of York Street, west of Lyle Street at the Adelaide Street Overpass	LN02549A	1 Static	\$5,299.38	\$5,458.36	\$5,622.11	\$5,790.78	\$5,964.50	<b>\$28,135.13</b>
2. West side of Wellington Street, north of Bathurst Street	LN02543A/B	1 Digital 1 Static	\$25,124.20	\$25,877.93	\$26,654.26	\$27,453.89	\$28,277.51	<b>\$133,387.79</b>
3. East side of Wellington Road at the South Bank of the Thames River at the Bridge	LN02545A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	<b>\$210,505.32</b>
4. West side of Richmond Street, north of Bathurst Street	LN02548A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	<b>\$56,270.26</b>
5. East side of Wellington Street, south of York Street	LN02544A/B	2 Static	\$10,598.76	\$10,839.13	\$11,244.22	\$11,581.55	\$11,929.00	<b>\$56,270.26</b>
6. East side of Wellington Street, south of Front Street	LN02546A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	<b>\$56,270.26</b>
7. East side of Adelaide Street, north of Ada Street	LN02550A/B/C/D	4 Static	\$21,197.52	\$21,833.45	\$22,488.45	\$23,163.10	\$23,858.00	<b>\$112,540.51</b>
8. North side of Horton Street, east side of Richmond Street	LN02547A	1 Digital	\$19,824.82	\$20,419.56	\$21,032.15	\$21,663.12	\$22,313.01	<b>\$105,252.66</b>
<b>TOTAL PAYMENT</b>			<b>\$142,891.84</b>	<b>\$147,178.60</b>	<b>\$151,593.95</b>	<b>\$156,141.77</b>	<b>\$160,826.02</b>	<b>\$758,632.18</b>

**Legend**

Digital Face Value Year 6	\$19,824.82
Static Face Value Year 6	\$5,299.38
Annual Increase	3%

**SCHEDULE B1 Current Portfolio**  
**With Conversion of Locations 2 & 4 to Digital Advertising Faces:**  
**LEASE FEE PER LOCATION**

**Converted Inventory**

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
2. West side of Wellington Street, north of Bathurst Street	LN02543A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	\$210,505.32
4. West side of Richmond Street, north of Bathurst Street	LN02548A/B	1 Digital 1 Static	\$25,124.20	\$25,877.93	\$26,654.26	\$27,453.89	\$28,277.51	\$133,387.79
<b>TOTAL PAYMENT</b>			<b>\$64,773.84</b>	<b>\$66,717.06</b>	<b>\$68,718.57</b>	<b>\$70,780.12</b>	<b>\$72,903.53</b>	<b>\$343,893.11</b>

**Existing Inventory – X Subject to Removal**

Location	Panels	Products	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
1. South side of York Street, west of Lyle Street at the Adelaide Street Overpass	LN02549A	1 Static	\$5,299.38	\$5,458.36	\$5,622.11	\$5,790.78	\$5,964.50	\$28,135.13
3. East side of Wellington Road at the South Bank of the Thames River at the Bridge	LN02545A/B	2 Digital	\$39,649.64	\$40,839.13	\$42,064.30	\$43,326.23	\$44,626.02	\$210,505.32
5. East side of Wellington Street, south of York Street	LN02544A/B	2 Static	\$10,598.76	\$40,839.13	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
6. East side of Wellington Street, south of Front Street	LN02546A/B	2 Static	\$10,598.76	\$10,916.72	\$11,244.22	\$11,581.55	\$11,929.00	\$56,270.26
7. East side of Adelaide Street, north of Ada Street	LN02550A/B/C/D	4 Static	\$21,197.52	\$21,833.45	\$22,488.45	\$23,163.10	\$23,858.00	\$112,540.51
8. North side of Horton Street, east side of Richmond Street	LN02547A	1 Digital	\$19,824.82	\$20,419.56	\$21,032.15	\$21,663.12	\$22,313.01	\$105,252.66
<b>TOTAL PAYMENT</b>			<b>\$107,168.88</b>	<b>\$110,065.98</b>	<b>\$113,050.00</b>	<b>\$116,123.54</b>	<b>\$119,289.28</b>	<b>\$565,697.68</b>
<b>TOTAL PORTFOLIO PAYMENT</b>			<b>\$171,942.72</b>	<b>\$176,783.04</b>	<b>\$181,768.57</b>	<b>\$186,903.66</b>	<b>\$192,192.81</b>	<b>\$909,590.79</b>

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