



Council Minutes

5th Meeting of City Council
February 14, 2023, 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. Peloza, D. Ferreira, S. Hillier

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

Remote attendance: B. Card, I. Collins, K. Clarke, C. Cooper, J. Davies, A. Dunbar, M. Galczynski, M. Goldrup, J. Millman, J. Millson, K. Murray, B. Warner

The meeting is called to order at 1:04 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor P. Van Meerbergen discloses a pecuniary interest in item 3, clause 4.1 b.), of the 8th Report of Strategic Priorities and Policy Committee, having to do with the Operating Budget Business Case #P-2 b, Ontario Works and Children's Services, specific to the Children's Services portion, by indicating that his wife owns and operates a day care.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: P. Cuddy

Seconded by: S. Stevenson

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

4.1 Litigation/Potential Litigation/Solicitor-Client Privilege

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality, with respect to exotic animals. (6.1/3/CPSC)

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

A matter pertaining to the proposed or pending lease of a building by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value

and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/3/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/3/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/3/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/3/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/3/CSC)

4.7 Solicitor-Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, regarding the Humane Society London and Middlesex 2023 Budget Amendment grant request. (6.6/3/CSC)

4.8 Labour Relations/Employee Negotiations/Litigation/Potential Litigation/Matters Before Administrative Tribunals

A matter pertaining to labour relations and employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, concerning the Corporation's associations and bargaining units. (6.7/3/CSC)

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)

The Council convenes In Closed Session, from 1:24 PM to 1:45 PM.

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

Motion made by: P. Van Meerbergen
Seconded by: C. Rahman

That the Minutes of the 4th Meeting of the Municipal Council, held on January 24, 2023, 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)

6. Communications and Petitions

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

That the Communications related to the following, BE RECEIVED and BE REFERRED as noted on the Added Council Agenda:

- 6.1 Exotic Animal Establishments;
- 6.2 Whitehills Neighbourhood Connectivity Plan;
- 6.3 Operating Budget;
- 6.4 489 Upper Queen Street; and,
- 6.5 608 Commissioners Road West.

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)

7. Motions of Which Notice is Given

None.

8. Reports

- 8.1 3rd Report of the Community and Protective Services Committee

Motion made by: E. Pelozo

That the items 1 to 9 (2.8) of 3rd Report of the Community and Protective 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. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: E. Pelozza

That the 1st Report of the Accessibility Community Advisory Committee, from its meeting held on January 12, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Next Generation 9-1-1 Authority Service Agreement with Bell Canada (Relates to Bill No. 50)

Motion made by: E. Pelozza

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report, dated January 31, 2023, related to the Next Generation 9-1-1 Authority Service Agreement with Bell Canada:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to:

i) approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada; and,

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

b) the above-noted staff report BE RECEIVED; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with part a) above. (2023-S11/P16)

Motion Passed

4. (2.3) Building Safer Communities Fund (BSCF) Contribution Agreement (Relates to Bill No. 51)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-

law, as appended to the staff report dated January 31, 2023, BE INTRODUCED at the Municipal Council meeting on February 14, 2023, to:

- a) approve the Building Safer Communities Fund (BSCF) Contribution Agreement, as appended to the above-noted by-law, between His Majesty the King in Right of Canada as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London;
- b) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2023-P03)

Motion Passed

5. (2.4) Parks and Recreation Master Plan Annual Report

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, related to the Parks and Recreation Master Plan Annual Report, BE RECEIVED; it being noted that the communication, as appended to the Added Agenda, from A. McGuigan, with respect to this matter, was received. (2023-R04)

Motion Passed

6. (2.5) Permanent City of London Indigenous Artwork Collection Source of Financing

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the Permanent City of London Indigenous Artwork Collection Source of Financing:

- a) the Culture Services Division, Neighbourhood and Community-Wide Services BE AUTHORIZED to acquire and display a permanent City of London Indigenous Artwork Collection through the London Arts Council Purchase of Service Agreement as part of the City of London Public Art and Monument Policy and Program;
- b) the funding for the above-noted procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all actions necessary to implement these recommendations. (2023-R08)

Motion Passed

7. (2.6) London Fire Department Single Source Call Handling Software

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source Call Handling Software:

- a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Solacom Technologies Inc., 80 Rue Jean-Proulx, Gatineau, Quebec, J8Z 1W1, for pricing for a single source contract for five (5) years for the provision of Next Generation 9-1-1 - compatible call handling software to the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Solacom Technologies Inc. to provide Next Generation 9-1-1 -compatible call handling software to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization above; and,
- d) the funding for the above-noted procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-A03)

Motion Passed

8. (2.7) London Fire Department Single Source for Battery Operated Extrication Equipment - SS-2023-008

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source for Battery Operated Extrication Equipment (SS-2023-008):

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Darch Fire Inc., 9-402 Harmony Road, Ayr, Ontario, N0B 1E0, for pricing for a single source contract for two (2) years with three (3) option years for the provision of Holmatro battery operated extrication equipment to the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Darch Fire Inc. to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,

d) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V07)

Motion Passed

9. (2.8) London Fire Department Single Source Stabilization Rescue Struts - SS-2023-009

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated January 31, 2023, related to the London Fire Department Single Source Stabilization Rescue Struts (SS-2023-009):

- a) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with A.J. Stone Co. Ltd., 62 Bradwick Drive, Vaughan, Ontario, L4K 1K8, for pricing for a one-time, single source purchase of stabilization rescue struts for the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with A.J. Stone Co. Ltd. to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) the funding for this procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V06)

Motion Passed

10. (2.9) Housing Stability Services Purchase of Service Agreement Template (Relates to Bill No. 52)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law, as appended to the staff report dated January 31, 2023, BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023, to:

- a) approve the Municipal Purchase of Service Agreement, as appended to the above-noted by-law, as the standard form of agreement with respect to the purchase of homeless prevention and housing stability services by The Corporation of the City of London; and,
- b) delegate authority to the Deputy City Manager, Social and Health Development, or their written designate, to execute and amend Municipal Purchase of Service Agreements with Service Providers, employing the above-noted standard form Agreement that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, with no further approval required from Municipal Council. (2023-S11)

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

11. (4.1) Exotic Animal Establishments

Motion made by: S. Stevenson

That the following actions be taken with respect to the staff report, dated January 31, 2023, related to Exotic Animal Establishments:

- a) the revised ~~attached~~ proposed by-laws, BE REFERRED to a future meeting of the Community and Protective Services Committee for a public participation meeting; and,
- b) the requests for delegation, as appended to the Added Agenda, BE REFERRED to the above-noted public participation meeting;

it being noted that the Community and Protective Services Committee heard a verbal delegation from W. Brown, Chair, Animal Welfare Community Advisory Committee, with respect to this matter;

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

- W. Brown, Chair, Animal Welfare Community Advisory Committee;
- A.M. Valastro;
- C. Kuijpers;
- F. Morrison;
- M. Hamers, World Animal Protection;
- R. Laidlaw, Zoocheck Inc.;
- D. Brooks, Ontario SPCA and Humane Society; and,
- S. Thompson. (2023-P14)

Yeas: (6): P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, and S. Hillier

Nays: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Motion Failed (6 to 9)

8.2 3rd Report of the Civic Works Committee

Motion made by: C. Rahman

That the 3rd Report of the Civic Works Committee BE APPROVED, excluding item 6 (2.5).

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. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2nd Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the 2nd Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on January 11, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project

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 January 31, 2023, related to a Consultant Contract Services Increase for the Stanton Drain Trunk Sewer Replacement Project:

a) the engineering fees for Development Engineering (London) Limited BE INCREASED to recognize the additional scope of work for the project, in accordance with the estimate on file, by \$29,913 (excluding HST), from \$78,890 to a total upset amount of \$108,803, in accordance with Section 15.2 (g) of 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 above-noted staff report; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E01)

Motion Passed

4. (2.3) 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the 2022 External Audit of London's Drinking Water Quality Management System and 2022 Management Review, BE RECEIVED. (2023-E13)

Motion Passed

5. (2.4) 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the 2022 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, BE RECEIVED. (2023-E13)

Motion Passed

7. (2.6) RFP-2022-279 Public Utility Locate Service Contract Award - Irregular Result

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 January 31, 2023, related to the Public Utility Locate Service Contract Award Irregular Result (RFP-2022-279):

- a) the bid submitted by GTel Engineering, of \$4,534,124.85 (excluding HST), to provide public utility locate services for two (2) years as the initial term, and three (3) optional terms of one (1) year each, BE ACCEPTED in accordance with the Procurement of Goods and Services Policy; it being noted that the bid submitted by GTel Engineering was the only bid that met the technical criteria and the City's specifications and requirements;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- c) approval, herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to the subject matter of this approval; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract, statement, or other documents, if required, to give effect to these recommendations. (2023-L04)

Motion Passed

8. (2.7) SS-2023-026 - Single Source Purchase of Ravo Street Sweepers

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 January 31, 2023, related to the Single Source Purchase of Ravo Street Sweepers (SS-2023-026):

- a) approval BE GIVEN to execute a Single Source purchase, as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) the Single Source negotiated price BE ACCEPTED to purchase six (6) 2023 Ravo 5 iSeries Vacuum Street Sweepers, for a total estimated price of \$2,022,099.24 (excluding HST), from Cubex Ltd., 189 Garden Avenue, Brantford, Ontario N3S 0A7;

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

d) approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal purchase agreement relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,

e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-T06)

Motion Passed

9. (3.1) Glen Cairn Neighbourhood Connectivity Plan

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Glen Cairn Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2023-T04)

Motion Passed

10. (3.2) Grenfell Neighbourhood Connectivity Plan

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Grenfell Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program; it being noted that no individuals spoke at the public participation meeting associated with this matter. (2023-T04)

Motion Passed

11. (3.3) Whitehills Neighbourhood Connectivity Plan

Motion made by: C. Rahman

That the Whitehills Neighbourhood Connectivity Plan, as appended to the staff report dated January 31, 2023, BE APPROVED to inform the annual Renew London Construction Program with the exception of the proposed Edgehill Road and Edgehill Crescent sidewalks;

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

- A. Dewdney;
- B. Ratcliffe; and,
- M. Ebel. (2023-T04)

Motion Passed

12. (4.1) New Sidewalk Project List 2023

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated January 31, 2023, with respect to the New Sidewalk Project List for 2023, BE RECEIVED; it being noted that a communication, as appended to the Added Agenda, from J. Menard, Chair, Accessibility Community Advisory Committee, with respect to this matter, was received. (2023-T04)

Motion Passed

13. (4.2) J. Preston, London Transit Commission Specialized Transit for Disabled Londoners

Motion made by: C. Rahman

That the request for delegation, from J. Preston, London Transit Commission, with respect to Specialized Transit for Disabled Londoners, BE APPROVED to be heard at the next meeting of the Civic Works Committee. (2023-T03)

Motion Passed

14. (5.1) 2nd Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the 2nd Report of the Integrated Transportation Community Advisory Committee, from its meeting held on January 18, 2023, BE RECEIVED.

Motion Passed

6. (2.5) Contract Award: Tender No. RFT-2022-248 Rapid Transit Implementation - Wellington Street from Queens Avenue to the Thames River (South Branch) - Irregular Result

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 January 31, 2023, related to the award of contracts for Rapid Transit Implementation – Wellington Street from Queens Avenue to the Thames River (South Branch) project:

a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$28,540,331.45 (excluding HST), for the Rapid Transit Implementation – Wellington Street from Queens Avenue to the Thames River (South Branch) project, BE ACCEPTED in accordance with the Procurement of Goods and Services Policy Section 8.10 (a) and 13.2 (b); it being noted that this is an irregular result because the cost exceeds the project budget for the Downtown Loop Phase 3 project; it also being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three (3) bids received and meets the City's specifications and requirements in all areas;

- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$1,804,701 (excluding HST), in accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the “Sources of Financing Report”, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2022-248); and,
- f) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

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. Pelosa, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

8.3 7th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 7th 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, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

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. Developing the 2023-2027 Strategic Plan: Setting the Strategic Areas of Focus, Outcomes and Expected Results

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

a) the report, entitled “Developing the 2023-2027 Strategic Plan: Strategic Areas of Focus, Outcomes, and Expected Results” BE RECEIVED for information; and,

b) the ~~attached~~ draft strategic areas of focus, outcomes, and expected results for the 2023-2027 Strategic Plan, excluding the Wellbeing and Safety strategic area of focus, BE CONSIDERED and BE SHARED with the community to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received a staff presentation with respect to this matter.

Motion Passed

8.4 8th Report of the Strategic Priorities and Policy Committee - Budget

Motion made by: E. Pelosa

That the 8th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 3 (4.1) and 10 (4.8).

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. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that Councillor P. Van Meerbergen disclosed a pecuniary interest in Item 4.1 b.) having to do with Business Cass #P-2, Ontario Works and Children's Services, specific to the Children's Services portion, by indicating that his wife owns and operates her own daycare.

Motion Passed

2. (2.1) 2023 Annual Budget Update Presentation

Motion made by: E. Pelosa

That the update presentation BE RECEIVED.

Motion Passed

4. (4.2) Review of Recommended Property Tax Capital Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-8 - Transportation - Capital Project Adjustments - Capital Expenditure (\$10,225,000); Tax Levy \$0 BE APPROVED; and,

b) Case #P-9 - London and Middlesex Community Housing

(LMCH) - Capital Project Adjustments - Capital Expenditure \$21,000,000; Tax Levy \$0 BE APPROVED.

Motion Passed

5. (4.3) Review of For Consideration Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-10 - Roadways - Reduction to Previously Approved "For Consideration" Business Cases for Streetlights and Winter Maintenance and Walkway Maintenance Reductions - Operating Expenditure (\$196,000); Tax Levy (\$196,000); Capital Expenditure (\$200,000); BE APPROVED;

i) Case #P-10a – Reduce previously approved additional investment in local improvement for streetlights – Operating Expenditure (\$136,000); Tax Levy (\$136,000); Capital Expenditure (\$200,000);

ii) Case #P-10b – Reduce annual walkway maintenance – Operating Expenditure (\$60,000); Tax Levy (\$60,000)

b) Case #P-11 - Parks and Horticulture - Reduction in Horticulture Aesthetics - Operating Expenditure (\$200,000); Tax Levy (\$200,000) BE APPROVED;

c) Case #P-14 - Revised Neighbourhood Strategic Initiatives and Funding - Humane Society of London and Middlesex Animal Campus - Operating Expenditure \$3,000,000; Tax Levy \$0 BE APPROVED; it being noted that this will be funded from the Operating Budget Contingency Reserve;

d) Case #P-16 - Community Improvement/BIA - Funding for the Hamilton Road BIA - Operating Expenditure \$100,000; Tax Levy \$100,000 BE APPROVED, and that the property tax levy funding to Business Improvement Areas BE REVIEWED in conjunction with the consideration of future multi-year budget updates, and during this term of Council, in 2026;

e) Case #P-17 - Capital Financing - Reduction to Previously Approved "For Consideration" Business Case - Infrastructure Gap RF Contribution - Operating Expenditure (\$475,000); Tax Levy (\$475,000) BE APPROVED;

f) that consideration of Business Case #P-13 - Information Technology - Eliminate Printing of Council Agenda Materials - Operating Expenditure (\$8,000); Tax Levy (\$8,000) BE REFERRED to the next multi-year budget process, 2024 to 2027; and,

g) that consideration of Budget Amendment #P-15 - Neighbourhood Strategic Initiatives and Funding Increase to Neighbourhood Decision Making Program - Operating expenditure \$250,000; Tax Levy \$250,000, BE REFERRED to the next multi-year budget process 2024-2027.

Motion Passed

6. (4.4) Review of For Consideration Property Tax Capital Budget Amendment (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Budget Update:

- a) Case #P-18 - Community Improvement/BIA - Streetscape Master Plan for Dundas Street - Argyle BIA - Capital Expenditure \$150,000; Tax Levy \$0 BE APPROVED.

Motion Passed

7. (4.5) Reserves and Reserve Funds Overview

Motion made by: E. Pelosa

That the Reserves and Reserve Funds Overview BE RECEIVED for information; it being noted projections are subject to annual review and adjustment.

Motion Passed

8. (4.6) Debt Overview

Motion made by: E. Pelosa

That the Debt Overview BE RECEIVED for information.

Motion Passed

9. (4.7) Reconciliation of the Draft Property Tax Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Property Tax Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Motion Passed

11. (4.9) Capital Budget

Motion made by: E. Pelosa

That in accordance with section 291(4)(c) of the Municipal Act 2001, as amended, the following actions be taken with respect to the capital budget (Appendix B):

- a) the amended 2023 capital budget BE READOPTED in the amount of \$447,680,000; and,

- b) the amended 2024 to 2029 capital forecast BE APPROVED in principle in the amount of \$1,458,611,000.

Motion Passed

12. (4.10) By-laws Regarding Tax Levy, Operating and Capital Budgets (Relates to Bill No. 54)

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to bring forward any necessary by-laws regarding the tax levy, the operating and capital budgets for introduction at Municipal Council.

Motion Passed

13. (4.11) Review of Recommended Water Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Water Budget Update:

a) Case #W-1 - Schedule Change for Springbank #2 Water Reservoir Replacement and Expansion - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure (\$37,581,000) BE APPROVED; and,

b) Case #W-2 - Schedule Changes for Water Growth Projects - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure (\$8,075,000) BE APPROVED.

Motion Passed

14. (4.12) Water Reserves/Reserve Funds Overview

Motion made by: E. Pelosa

That the Water Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

Motion Passed

15. (4.13) Reconciliation of the Draft Water Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Water Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Motion Passed

16. (4.14) Water Services

Motion made by: E. Pelosa

That in accordance with section 291(4)(c) of the Municipal Act 2001, as amended, the following actions be taken with respect to the 2023 operating budget and the 2023 capital budget and associated forecasts for Water Services:

a) the amended 2023 operating budget for Water Services BE

READOPTED in the gross expenditure amount of \$93,695,368 and gross revenue amount of \$93,695,368;

b) the amended 2023 capital budget for Water Services BE READOPTED in the amount of \$38,852,000; and,

c) the amended 2024 to 2029 capital forecast for Water Services BE APPROVED in principle in the amount of \$324,163,000;

it being noted that all rates and charges related to the provision of Water Services were increased by 2.5% effective January 1, 2020 as approved by Council on November 26, 2019, increased by 2.5% effective January 1, 2021, January 1, 2022 and January 1, 2023 as approved by Council on October 27, 2020.

Motion Passed

17. (4.15) Review of Recommended Wastewater and Treatment Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Wastewater and Treatment Budget Update:

a) Case #WWT-1 - Mud Creek East Branch Phase 2 Budget Increase - Operating Expenditure \$0; Operating Revenue \$0; Capital Expenditure \$1,657,000 BE APPROVED.

Motion Passed

18. (4.16) Wastewater and Treatment Reserves/Reserve Funds Overview

Motion made by: E. Pelosa

That the Wastewater and Treatment Reserves/Reserve Funds Overview for the 2020 to 2023 Multi-Year Budget BE RECEIVED for information.

Motion Passed

19. (4.17) Reconciliation of the Draft Wastewater and Treatment Budget to the Public Sector Accounting Board Budget

Motion made by: E. Pelosa

That the reconciliation of the draft Wastewater and Treatment Budget to the Public Sector Accounting Board financial statement budget BE RECEIVED for information.

Motion Passed

20. (4.18) Wastewater and Treatment Services

Motion made by: E. Pelosa

That in accordance with section 291(4)(c) of the Municipal Act 2001, as amended, the following actions be taken with respect to

the 2023 operating budget and the 2023 capital budget and associated forecasts for Wastewater and Treatment Services:

a) the amended 2023 operating budget for Wastewater and Treatment Services BE READOPTED in the gross expenditure amount of \$117,543,814 and gross revenue amount of \$117,543,814;

b) the amended 2023 capital budget for Wastewater and Treatment Services BE READOPTED in the amount of \$92,640,000; and,

c) the amended 2024 to 2029 capital forecast for Wastewater and Treatment Services BE APPROVED in principle in the amount of \$621,579,000;

it being noted that all rates and charges relating to the provision of Wastewater and Treatment Services were increased by 2.5% effective January 1, 2020; as approved by Council on November 26, 2019, increase by 2.5% effective January 1, 2021, 2.7% effective July 1, 2021, 2.5% effective January 1, 2022 and 2.5% effective January 1, 2023 as approved by Council on October 27, 2020.

Motion Passed

21. (5.1) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Animal Welfare Community Advisory Committee

Motion made by: E. Pelosa

That the Added Communication from the Animal Welfare Community Advisory Committee Report, BE RECEIVED.

Motion Passed

3. (4.1) Review of Recommended Property Tax Operating Budget Amendments (2023 totals rounded to the closest \$1,000)

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-1 - Various Services - Budget Right-Sizing - Operating Expenditure (\$2,900,000); Tax Levy (\$6,581,000); Capital Expenditure (\$475,000) BE APPROVED;

b) Case #P-2 - Ontario Works and Children's Services - Reduction in Required 2023 Investments - Operating Expenditure (\$620,000); Tax Levy (\$1,030,000) BE APPROVED;

i) Case #P-2a - Reduction in Life Stabilization Investment in 2023 due to COVID-19 Impacts – Operating Expenditure (\$388,000); Tax Levy (\$388,000); and,

ii) Case #P-2b - Reduction in Child Care Investment in 2023 due to Transitional Funding Availability, Case #P-2c - Partial Deferral of Expansion Child Care Investment in 2023 due to COVID-19 Impacts - Operating Expenditure (\$232,000); Tax Levy (\$642,000)

c) Case #P-3 - Housing Stability Services - Roadmap to 3,000 Affordable Units - Portable Benefits and Staff Resources -

Operating Expenditure \$1,794,000; Tax Levy \$1,794,000 BE APPROVED;

d) Case #P-4 - Community Improvement/BIA - Project Clean Slate - Operating Expenditure \$200,000; Tax Levy \$200,000 BE APPROVED;

e) Case #P-5 - Information Technology - Cybersecurity Infrastructure Expansion and Updates - Operating Expenditure \$1,009,000; Tax Levy \$1,009,000; Capital Expenditure \$142,000 BE APPROVED;

f) Case #P-6 - Anti-Racism and Anti-Oppression - 1001 Inventions Exhibit - Operating Expenditure \$125,000; Tax Levy \$0 BE APPROVED; and,

g) Case #P-7 - Land Ambulance - Additional Resources to Address Service Pressures - Operating Expenditure \$1,759,000; Tax Levy \$0 BE APPROVED.

Motion made by: E. Pelosa

Motion to approve item 3, clause 4.1, excluding part b) ii) Case #P-2b - Reduction in Child Care Investment.

That the following actions be taken with respect to the 2023 Annual Budget Update:

a) Case #P-1 - Various Services - Budget Right-Sizing - Operating Expenditure (\$2,900,000); Tax Levy (\$6,581,000); Capital Expenditure (\$475,000) BE APPROVED;

b) Case #P-2 - Ontario Works and Children's Services - Reduction in Required 2023 Investments - Operating Expenditure (\$620,000); Tax Levy (\$1,030,000) BE APPROVED;

i) Case #P-2a - Reduction in Life Stabilization Investment in 2023 due to COVID-19 Impacts – Operating Expenditure (\$388,000); Tax Levy (\$388,000); and,

c) Case #P-3 - Housing Stability Services - Roadmap to 3,000 Affordable Units - Portable Benefits and Staff Resources - Operating Expenditure \$1,794,000; Tax Levy \$1,794,000 BE APPROVED;

d) Case #P-4 - Community Improvement/BIA - Project Clean Slate - Operating Expenditure \$200,000; Tax Levy \$200,000 BE APPROVED;

e) Case #P-5 - Information Technology - Cybersecurity Infrastructure Expansion and Updates - Operating Expenditure \$1,009,000; Tax Levy \$1,009,000; Capital Expenditure \$142,000 BE APPROVED;

f) Case #P-6 - Anti-Racism and Anti-Oppression - 1001 Inventions Exhibit - Operating Expenditure \$125,000; Tax Levy \$0 BE APPROVED; and,

g) Case #P-7 - Land Ambulance - Additional Resources to Address Service Pressures - Operating Expenditure \$1,759,000; Tax Levy \$0 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: E. Pelozo

Motion to approve part b) ii) of item 3, clause 4.1.

ii) Case #P-2b - Reduction in Child Care Investment in 2023 due to Transitional Funding Availability, Case #P-2c - Partial Deferral of Expansion Child Care Investment in 2023 due to COVID-19 Impacts - Operating Expenditure (\$232,000); Tax Levy (\$642,000)

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

Recuse: (1): P. Van Meerbergen

Motion Passed (14 to 0)

10. (4.8) Operating Budget

At 2:36 PM, His Worship Mayor J. Morgan, places Councillor S. Lewis in the Chair.

At 2:38 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: E. Pelozo

That in accordance with section 291(4)(c) of the Municipal Act, 2001, as amended, the amended 2023 operating budget (Appendix A) BE READOPTED in the gross expenditure amount of \$1,117,281,244 and the tax levy amount of \$736,457,801 after recognizing \$12,773,658 of increased taxation from assessment growth.

Motion made by: S. Franke

Seconded by: D. Ferreira

That item 10, clause 4.8 BE AMENDED by adding the following:

a) That City Staff BE DIRECTED to take the administrative actions required to maintain the washroom opening hours provided at the Dundas Place Fieldhouse and Victoria Park for the remainder of 2023 (or until further information regarding hours and use of public washroom facilities from the Housing and Homelessness Summit Strategy is received) funded by a one time draw from the Economic Development Reserve Fund of a maximum of \$350,000.

b) That City Staff BE DIRECTED to compile a report on existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements and their usage information for Q3 2023, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming.

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: E. Pelozza
Seconded by: P. Cuddy

Item 10, clause 4.8, as amended, 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)

Item 10, clause 4.8, as amended, reads as follows:

That the following actions be taken with respect to the 2023 Operating budget:

- a) that in accordance with section 291(4)(c) of the Municipal Act, 2001, as amended, the amended 2023 operating budget (Appendix A) BE READOPTED in the gross expenditure amount of \$1,117,281,244 and the tax levy amount of \$736,457,801 after recognizing \$12,773,658 of increased taxation from assessment growth;
- b) the Civic Administration BE DIRECTED to take the administrative actions required to maintain the washroom opening hours provided at the Dundas Place Fieldhouse and Victoria Park for the remainder of 2023 funded by a one time draw from the Economic Development Reserve Fund of \$350,000 and provide a long-term funding request through the multi-year budget process; and
- c) the Civic Administration BE DIRECTED to compile a report on existing public washroom facilities across the city, their hours of operation, their locations, their staffing requirements and their usage for Q3 2023, to allow Council to determine if there is sufficient public washroom access and if the hours of operation align with community programming.

8.5 9th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 9th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 4 (4.2).

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. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (3.1) Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC)

Motion made by: S. Lewis

That it BE NOTED that the Strategic Priorities and Policy Committee heard a delegation from Dr. Jackie Schleifer Taylor, President and CEO, London Health Sciences Centre (LHSC) with respect to the future of health care.

Motion Passed

3. (4.1) London's Housing Pledge: A Path to 47,000 Units by 2031

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the City of London Municipal Housing Target:

a) the staff report BE RECEIVED for information;

b) a pledge to accelerate the housing supply of 47,000 units in our community by 2031 BE ADOPTED in response to the Minister of Municipal Affairs letter dated October 25, 2022;

c) the Mayor BE DIRECTED to complete a letter in response to the Minister of Municipal Affairs, by March 1, 2023, highlighting Council's pledge and the strategies and actions that the City will take to accelerate the supply of new housing;

d) the Civic Administration BE DIRECTED to develop a Housing Supply Action Plan working with the Housing Supply Reference Group described in Appendix 'B' Housing Supply and Affordability Framework; it being noted that the Housing Supply Reference Group may expand to include additional members as may be appropriate, including but not limited to a member from the not-for-profit housing sector and a member involved in housing supply/housing research; and,

e) the Civic Administration BE DIRECTED to establish an Affordable Housing Reference Group described in Appendix 'B' Housing Supply and Affordability Framework to support the ongoing Roadmap to 3000 Affordable Units; it being noted that the Strategic Priorities and Policy Committee heard a verbal update from M. Wallace, Executive Director, London Development Institute (LDI) with respect to this matter.

Motion Passed

5. (4.3) Developing Council's 2023-2027 Strategic Plan: Community Engagement Update

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the report with respect to the developing the 2023-2027 Strategic Plan: Community Engagement Update BE RECEIVED for information.

Motion Passed

6. (4.4) Developing the 2023-2027 Strategic Plan: Tabling Draft Strategies

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the report with respect to developing the 2023-2027 Strategic Plan: Tabling Draft Strategies BE RECEIVED for information.

Motion Passed

7. (4.5) Resignation from the London Police Services Board

Motion made by: S. Lewis

That the following actions be taken with respect to the London Police Services Board:

- a) the communication dated January 25, 2023 from S. Toth BE RECEIVED;
- b) the resignation of Susan Toth from the London Police Services Board BE ACCEPTED, effective January 31, 2023; and,
- c) the City Clerk BE DIRECTED to advertise in the usual manner to solicit applications for appointment to the Police Services Board, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration; it being noted that the process promoting board, commission and committee applications has expanded to include circulations by People Services and the Anti-Racism and Anti-Oppression Unit, and will be done in alignment with the section 29 (1) of the Comprehensive Ontario Police Services Act, 2019.

Motion Passed

8. (4.6) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Ecological Community Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the resolution letter related to the 4th and 1st Reports of the Ecological Community Advisory Committee (ECAC):

- a) the above noted resolution letter, BE RECEIVED; and,

b) Dr. E. Dusenge BE APPOINTED to the Ecological Community Advisory Committee for the term ending February 2024.

Motion Passed

9. (4.7) Municipal Council resolution from its meeting held on January 24, 2023 with respect to the Integrated Transportation Community Advisory Committee

Motion made by: S. Lewis

That the following actions be taken with respect to the Municipal Council resolution from its meeting held on January 24, 2023 regarding the Integrated Transportation Community Advisory Committee (ITCAC):

- a) the Civic Administration BE DIRECTED to make necessary arrangements for hybrid meeting accommodations for all community advisory committees, allowing members to attend virtually or in-person as they individually choose, no later than the end of Q2 2023;
- b) the Civic Administration BE REQUESTED to develop a "standing delegation" at standing committee meetings, for each Community Advisory Committee; and,
- c) the Civic Administration BE REQUESTED to investigate and report back to the ITCAC with respect to a Zoom license for the ITCAC sub-committee use.

Motion Passed

4. (4.2) Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan

Motion made by: S. Lewis

That the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled "Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan" BE RECEIVED for information;
- b) the following Draft Vision and Mission BE ACCEPTED for additional consultation with the public:

Vision

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Mission

Our mission is to improve the quality of life and build a strong and vibrant community through bold, proactive, and accountable city services.

- c) all three Draft Value sets, ~~attached~~, BE REFERRED to the Municipal Council meeting of February 14, for consideration;
- d) the ~~attached~~, revised draft Strategic Areas of Focus, Outcomes and Expected Results BE SHARED with the community to continue to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received the ~~attached~~ presentation from J. Rodger, Executive Director, Anova and J. Dunn, Executive Director, London Abused Women's Centre, and a presentation from staff with respect to this matter.

Motion made by: S. Trosow

Seconded by: A. Hopkins

That item 4, clause 4.2 BE AMENDED in part c) to read as follows:

c) that all three Draft Value sets, BE ACCEPTED for additional consultation with the public;

Yeas: (5): P. Cuddy, S. Trosow, S. Lehman, A. Hopkins, and P. Van Meerbergen

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Stevenson, J. Pribil, C. Rahman, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Motion Failed (5 to 10)

Election

Consideration of Draft Value Sets

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust.

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust. (33.33 %): S. Hillier, S. Lehman, S. Trosow, D. Ferreira, C. Rahman

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (46.67 %): A. Hopkins, S. Lewis, P. Van Meerbergen, P. Cuddy, S. Stevenson, J. Pribil, S. Franke

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship (20.00 %): Mayor J. Morgan, E. Pelozza, H. McAlister
Conflict (0): None

Majority Winner: No majority

Election

Consideration of Draft Value Sets

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust.

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning

3. Reconciliation, Equity, and Inclusion Sustainability and Affordability Collaborative Partnerships Accountability and Trust Innovative service delivery Financial stewardship

1. An affordable, prosperous, inclusive and healthy city for all Londoners. Sustainable and forward thinking through positive collaborations. Open and transparent decision making in the public interest to foster trust. (33.33 %): S. Hillier, E. Pelozza, S. Trosow, D. Ferreira, C. Rahman

2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning (66.67 %): Mayor J. Morgan, A. Hopkins, S. Lewis, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Franke

Conflict (0): None

Majority Winner: 2. Inclusive and Respectful Accountability and Trust Compassion Teamwork Committed and Driven Learning

Motion made by: S. Lewis

Seconded by: S. Stevenson

That item 4, clause 4.2 BE AMENDED in part c) to read as follows:

c) the following Draft Value set, BE ACCEPTED for additional consultation with the public:

2. Inclusive and Respectful

Accountability and Trust Compassion

Teamwork

Committed and Driven

Learning

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

Nays: (1): S. Trosow

Motion Passed (14 to 1)

Motion made by: S. Lewis

Seconded by: E. Pelozza

Item 4, clause 4.2, as amended, 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. Peloza, D. Ferreira, and S. Hillier

Motion Passed (15 to 0)

Item 4, clause 4.2, as amended, reads as follows:

That the following actions be taken with respect to developing the 2023-2027 Strategic Plan:

- a) the report, entitled “Developing the 2023-2027 Strategic Plan: Continuing to Set Key Elements of the Strategic Plan” BE RECEIVED for information;
- b) the following Draft Vision and Mission BE ACCEPTED for additional consultation with the public:

Vision

London is a sustainable city within a thriving region, committed to innovation and providing a safe, affordable, welcoming, and healthy future for today and for the next generation.

Mission

Our mission is to improve the quality of life and build a strong and vibrant community through bold, proactive, and accountable city services.

- c) the following Draft Value set, BE ACCEPTED for additional consultation with the public:

2. Inclusive and Respectful

Accountability and Trust

Compassion

Teamwork

Committed and Driven

Learning;

- d) the ~~attached~~, revised draft Strategic Areas of Focus, Outcomes and Expected Results BE SHARED with the community to continue to seek feedback;

it being noted that the Strategic Priorities and Policy Committee received the ~~attached~~ presentation from J. Rodger, Executive Director, Anova and J. Dunn, Executive Director, London Abused Women's Centre, and a presentation from staff with respect to this matter.

Motion made by: S. Lewis

Seconded by: D. Ferreira

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

Motion Passed

The Council recesses at 3:05 PM and reconvenes at 3:23 PM.

8.6 3rd Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 3rd Report of the Planning and Environment Committee BE APPROVED, excluding items 10 (3.4) and 11 (3.5);

it being noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

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. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3700 Colonel Talbot Road and 345 Bostwick Road - Request for Extension of Draft Plan Approval (39T-17503)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the application by W-3 Lambeth Farms Inc., relating to the lands located at 3700 Colonel Talbot Road and 3645 Bostwick Road, the Approval Authority BE ADVISED that 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 Appendix "A" appended to the staff report dated January 30, 2023. (2023-D12)

Motion Passed

3. (2.2) 1656 Hyde Park Road - Heritage Easement Agreement (Relates to Bill No. 53)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Economic Development, with the advice of the Heritage Planner, the following actions be taken with respect to the property located at 1656 Hyde Park Road:

a) the draft Heritage Easement Agreement appended to the staff report dated January 30, 2023 as Appendix "B" between The Corporation of the City of London and the property owner of 1656 Hyde Park Road, relating to the heritage designated property known as the "Routledge Farmhouse", BE APPROVED

substantially in the form appended to the staff report dated January 30, 2023 and as approved by the City Solicitor; and,

b) the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to approve the Heritage Easement Agreement and to authorize the Mayor and City Clerk to sign the agreement pursuant to Section 37(1) of the Ontario Heritage Act. (2023-R01)

Motion Passed

4. (2.3) 600 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-18501)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the application by Sunningdale Golf and Country Club, relating to the property located at 600 Sunningdale Road West, the Approval Authority BE ADVISED that Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision (39T-18501), subject to the conditions contained in Appendix "A" appended to the staff report dated January 30, 2023. (2023-D12)

Motion Passed

5. (2.4) Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report

Motion made by: S. Lehman

That the staff report dated January 30, 2023, entitled "Streamline Development Approval Fund: Streamlining Development Approvals (2022) - Final Report" BE RECEIVED for information. (2023-F11A)

Motion Passed

6. (2.5) 2nd Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That, the following actions be taken with respect to the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on January 11, 2023:

a) the Planning and Environment Committee BE ADVISED of the following with respect to the Notice of Planning Application, dated December 14, 2022, from N. Pasato, Senior Planner, related to the property located at 200 Albert Street and the Cultural Heritage Impact Assessment for the property located at 200 Albert Street, dated August 9, 2022, from Parslow Heritage Consultancy Inc.:

i) the Community Advisory Committee on Planning (CACCP) has reviewed the above-noted Notice of Planning Application and Cultural Heritage Impact Assessment;

ii) the CACP supports this kind of mid-rise development in this area as it is sensitive to the heritage properties surrounding it and to the streetscape itself;

b) the Planning and Environment Committee BE ADVISED of the following with respect to the Revised Notice of Planning Application, dated December 14, 2022, from A. Riley, Senior Planner, related to a Zoning By-law Amendment for the properties located at 300-320 King Street and the Heritage Impact Assessment for the property located at 320 King Street, dated October 6, 2022, from Zelinka Priamo Ltd.:

i) the Community Advisory Committee on Planning (CACP) has reviewed the above-noted Revised Notice of Planning Application and Heritage Impact Assessment;

ii) the CACP is generally supportive of this application but would like to see additional analysis and/or renderings as part of a heritage alteration permit application that addresses conservation of the Dundas Street view of the Armouries building which has been identified as a significant heritage attribute in the Downtown Heritage Conservation District

c) clauses 1.1, 3.1, 3.4, 3.5, 3.6, 5.1, 5.2 and 5.3 BE RECEIVED for information. (2023-D04)

Motion Passed

7. (3.1) 2nd Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That, the following actions be taken with respect to the 2nd Report of the Ecological Community Advisory Committee, from its meeting held on January 19, 2023:

a) clause 2.1 of the 2nd Report of the Ecological Community Advisory Committee relating to the 2023 Budget update BE DELETED; it being noted that clause 2.1 reads as follows: "the Municipal Council BE REQUESTED to consider a targeted consultation with all Community Advisory Committees with respect to the Strategic Plan before the Strategic Plan is adopted by the Municipal Council; it being noted that the presentation appended to the Ecological Community Advisory Committee Agenda by K. Murray, Director, Financial Planning and Business Support, with respect to the 2023 Budget update, was received";

b) the following actions be taken with respect to the Western Road and Sarnia Road - Philip Aziz Avenue Improvements:

i) the Working Group comments relating to the Western Road and Sarnia Road - Philip Aziz Avenue Improvements BE FORWARDED to the Civic Administration for review and consideration; and,

ii) subject to the results of a pending conversation with the Civic Administration about potential impacts of the Western Road and Sarnia Road - Philip Aziz Avenue improvements on species at risk, the Chair of the Ecological Community Advisory Committee BE GIVEN delegation status at the Civic Works Committee meeting when the Western Road and Sarnia Road - Philip Aziz Avenue Improvements are presented; and,

c) clauses 1.1, 2.2, 3.1, 3.2 and 5.1 BE RECEIVED for information.
(2023-D04)

Motion Passed

8. (3.2) 1555 Glenora Drive (Z-9543) (Relates to Bill No. 64)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Glenora Management Ltd., relating to the property located at 1555 Glenora Drive, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Office (OF3) Zone TO an Office (OF5) Zone;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Neighbourhoods Place Type; and,
- the recommended amendment would facilitate the continued use reuse of the existing building with a use that is appropriate for the context of the site. (2023-D14)

Motion Passed

9. (3.3) 761 Fanshawe Park Road West (Z-9554) (Relates to Bill No. 65)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 1413045 Ontario Inc., relating to the property located at 761 Fanshawe Park Road West, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) to change the zoning of the subject property FROM a Convenience Commercial Special Provision (CC5(3)) Zone TO a Neighbourhood Shopping Area Special Provision (NSA3(_));

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

- S. Allen, MHBC;

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 Shopping Area Place Type; and,
 - the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to better utilize the existing building.
- (2023-D04)

Motion Passed

12. (3.6) 723 Lorne Avenue (39T-21504)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Habitat for Humanity – Heartland Ontario, relating to the property located at 723 Lorne Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision of Habitat for Humanity – Heartland Ontario relating to a property located at 723 Lorne Avenue; and,
- b) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by Habitat for Humanity – Heartland Ontario, (File No. 39T-21504), prepared by Callon Dietz Inc. (File No. 18-22301 C, Plan No. Z-2741), certified by J. Paul Crocker O.L.S., dated April 13, 2022, which shows a total of twelve (12) single detached lots (Lots 1 to 12), one (1) road allowance block serviced by the extension of Queen’s Place, SUBJECT TO the conditions contained in Appendix “A” appended to the staff report dated January 30, 2023;

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

- G. De Vlugt, General Manager, Construction, Habitat for Humanity;
- K. Kane, Strik Baldinelli Moniz;
- F. Fellice;
- S. Merritt; and,
- K. Paniccia. (2023-D12)

Motion Passed

10. (3.4) 489 Upper Queen Street (Z-9540) (Relates to Bill No. 66)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 2863382 Ontario Inc. c/o Siv-ik Planning & Design Inc., relating to the property located at 489 Upper Queen Street, the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential (R1-9) Zone TO a Residential Special Provision (R5-7(_)) Zone;

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

- a communication dated January 20, 2023, from J. and B. Wood;
- the Project Fact sheet;
- the staff presentation; and,
- a revised staff report;

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

- M. Davis, siv-ik;
- T. Donaldson;
- R. Smeets;
- G. Gordon;
- C. Aziz;
- H. Kelly;
- M. Lennox;
- E. Carroll;
- R. Bishop;
- J. Sleziuk;
- N. Hind;
- C. Anderson;
- J. Cummings;
- H. Kelly;
- C. Jones;
- L. Merner;
- Carly;
- T. Carroll;
- M.B. Bezzina;
- A. Marlow;
- A. Mochrie;
- M. Huk; and,
- K. Keating;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- 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 vacant, underutilized site within the Built-Area Boundary with an appropriate form of development. (2023-D14)

it being further noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (4): S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

Motion Passed (11 to 4)

11. (3.5) 608 Commissioners Road West (Z-9516) (Relates to Bill No. 67)

At 4:15 PM, the Mayor places Councillor E. Peloza in the Chair.

At 4:18 PM, the Mayor resumes the Chair.

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Zelinka Priamo on behalf of Copia Developments, relating to the property located at 608 Commissioners Road West:

a) the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential (R1-9) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

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

i) verify the trees along the south property line position and the relation of their trunks to the property lines shared with 659 and 615 Westmount Crescent for possible consent by the neighbouring property owner to remove boundary tree(s) or cause injury to a boundary tree(s);

ii) provide a building step back above the 5th storey along Commissioners Road West as per the drawings dated October 11, 2022;

iii) provide a building step back above the 4th storey along Westmount Crescent to provide appropriate height transition from abutting low-density residential as per the drawings dated October 11, 2022;

iv) provide detailed site plan and landscape plans to detail any proposed programming in the amenity space to demonstrate how it functions and relates to the building interface at the rear;

v) provide interior floor plans to demonstrate how the interior spaces will relate to the exterior functions; and,

vi) explore ways to re-locate or screen the garbage moloks near the main entrance,

b) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning generally implements the site concept submitted with the application. As part of the application review process a revised site plan concept was submitted with minor revisions including a new height of 22.0

metres; however, which is still within the 6 storeys as originally proposed;

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.;
- J. Burrell;
- D. Mcleod;
- B. Poetschke;
- H. Orłowski;
- A. Burrell;
- R. Campbell;
- R. de Papp;
- P. Gallant; and,
- A. Barham;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, City Design and City Building, Neighbourhood Place Type and will 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;
- the recommended amendment facilitates the development of an underutilized property within the Built-Area Boundary through an appropriate form of infill development; and,
- the recommended amendment facilitates a type of residential development that will help to address the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock. (2023-D14)

it being further noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

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

That the application for 608 Commissioners Road West (Z-9516) BE REFERRED back to the Civic Administration, in order to work with the applicant and bring forward a revised proposed by-law that would reduce the proposed maximum height to four stories and a maximum density of sixty-four units.

Yeas: (5): S. Lewis, P. Cuddy, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (10): Mayor J. Morgan, H. McAlister, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Motion Failed (5 to 10)

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

“That part a) BE AMENDED by adding the following new part vii)
“Provide privacy fencing or a quick growing coniferous hedge to the south and west boundaries;”

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 11, clause 3.5, as amended, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (3): P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Passed (12 to 3)

Item 11, clause 3.5, as amended, reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Zelinka Priamo on behalf of Copia Developments, relating to the property located at 608 Commissioners Road West:

a) the proposed by-law appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential (R1-9) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

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

i) verify the trees along the south property line position and the relation of their trunks to the property lines shared with 659 and 615 Westmount Crescent for possible consent by the neighbouring property owner to remove boundary tree(s) or cause injury to a boundary tree(s);

ii) provide a building step back above the 5th storey along Commissioners Road West as per the drawings dated October 11, 2022;

iii) provide a building step back above the 4th storey along Westmount Crescent to provide appropriate height transition from abutting low-density residential as per the drawings dated October 11, 2022;

iv) provide detailed site plan and landscape plans to detail any proposed programming in the amenity space to demonstrate how it functions and relates to the building interface at the rear;

v) provide interior floor plans to demonstrate how the interior spaces will relate to the exterior functions;

vi) explore ways to re-locate or screen the garbage moloks near the main entrance; and,

vii) provide privacy fencing or a quick growing coniferous hedge to the south and west boundaries

b) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning generally implements the site concept submitted with the application. As part of the application review process a revised site plan concept was submitted with minor revisions including a new height of 22.0 metres; however, which is still within the 6 storeys as originally proposed;

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.;
- J. Burrell;
- D. Mcleod;
- B. Poetschke;
- H. Orłowski;
- A. Burrell;
- R. Campbell;
- R. de Papp;
- P. Gallant; and,
- A. Barham;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, City Design and City Building, Neighbourhood Place Type and will 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;
- the recommended amendment facilitates the development of an underutilized property within the Built-Area Boundary through an

appropriate form of infill development; and,
• the recommended amendment facilitates a type of residential development that will help to address the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock. (2023-D14)

it being further noted that any and all written submissions relating to application(s) that were made to the Planner on file, the Planning and Environment Committee and to the Municipal Council, as well as oral submissions made at the public meeting held under the Planning Act have been, on balance, taken into consideration by Council as part of its deliberations regarding these matters.

8.7 3rd Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 3rd Report of the Corporate Services Committee BE APPROVED, excluding item 5 (2.4).

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. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Amendments to Development Charge Alternative Payment Agreement Template and Development Charge Interest Rate Policy (Relates to Bill No.'s 47 and 48)

Motion made by: S. Lewis

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

a) the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to amend By-law No. A.-7956-84, as amended, being "A by-law to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate", to repeal and replace Schedule "1" to the by-law; and,

b) the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to repeal By-law No. CPOL.-400-85 being "A by-law to adopt a new

Council Policy entitled “Development Charge Interest Rate Policy” CPOL.-400-85, noting that recent legislative changes through Bill 23, More Homes Built Faster Act, 2022, include amendments to the Development Charges Act, 1997, that provide the framework for determining the interest rate that can be applied to Development Charges.

Motion Passed

3. (2.2) Reporting of Delegated Actions, 2022 and Appointment of External Auditor (Relates to Bill No. 49)

Motion made by: S. Lewis

That the following actions be taken:

a) on the recommendation of the City Manager, with the concurrence of the Deputy City Manager, Legal Services, the staff report regarding Reporting of Delegated Actions, 2022 BE RECEIVED for information;

b) on the recommendation of the Deputy City Manager, Finance Supports the proposed by-law as appended to the staff report dated January 30, 2023 as Appendix ‘A’ BE INTRODUCED at the Municipal Council meeting to be held on February 14, 2023 to:

i) appoint KPMG, LLP as the auditors of the municipality and its local boards for a five (5) year term in accordance with Section 296 of the Municipal Act, 2001;

ii) to approve an agreement between The Corporation of the City of London and KPMG LLP with respect to providing external audit services for the Corporation (“Agreement”); and,

iii) to authorize the Mayor and Clerk to execute the Agreement; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with part b) above.

Motion Passed

4. (2.3) Assessment Growth for 2023, Changes in Taxable Phase-In Values, and Shifts in Taxation as a Result of Reassessments

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the report regarding Assessment Growth for 2023, Changes in Taxable Phase-in Values, and Shifts in Taxation as a Result of Reassessments BE RECEIVED for information purposes.

Motion Passed

6. (4.1) Application - Issuance of Proclamation - U.N Day for the Elimination of Racial Discrimination

Motion made by: S. Lewis

That based on the application dated January 20, 2023 from the London & Middlesex Local Immigration Partnership, Tuesday,

March 21, 2023 BE PROCLAIMED International Day of Significance.

Motion Passed

7. (4.2) Application - Issuance of Proclamation - World Thinking Day

Motion made by: S. Lewis

That based on the application dated January 13, 2023 from the Girl Guides of Canada, February 22, 2023 BE PROCLAIMED World Thinking Day.

Motion Passed

5. (2.4) Declare Surplus - City-Owned Property - Part of 641 Queens Avenue

Motion made by: S. Trosow

That the matter of the declaration of the property located at Part of 641 Queens Avenue as surplus, BE REFERRED back to the Civic Administration in order to provide notice to agencies within the City that have not been notified about the potential disposition, with a report back to a future meeting of the Corporate Services Committee.

Yeas: (6): H. McAlister, S. Trosow, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, and E. Peloza

Motion Failed (6 to 9)

Motion made by: S. Lewis

Seconded by: S. Stevenson

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a portion of City-owned property municipally known as part of 641 Queens Avenue, legally described as Part Lot 9, Plan 390(3rd), in the City of London, to be further described in a reference plan to be deposited, being Part of PIN 08281-0248 and further shown on the Location Map as appended to the staff report dated January 30, 2023 as Appendix "A" (the "Subject Property"), the following actions be taken:

- a) the Subject Property BE DECLARED SURPLUS; and,
- b) the Subject Property BE OFFERED for sale in accordance with the City's Sale and Other Disposition of Land Policy.

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

Nays: (2): H. McAlister, and S. Trosow

Motion Passed (13 to 2)

9. Added Reports

9.1 4th Report of Council in Closed Session

Motion made by: C. Rahman

Seconded by: A. Hopkins

Motion that items 1, 2, 3 and 5, BE APPROVED:

1. Lease Extension and Amending Agreement – 251 Dundas Street, London Public Library – Rapid Transit Implementation Office

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 Lease Extension and Amending Agreement for the lease of office space at 251 Dundas Street, known as London Public Library, the Lease Extension and Amending Agreement between the City and London Public Library (the “Landlord”) attached as Appendix “A”, for the lease of approximately 7,495 square feet of Rentable Area, located at 251 Dundas Street, for an extension period of five (5) years commencing January 1, 2024 and ending on December 31, 2028 BE APPROVED.

2. Agreement of Purchase and Sale of Assets from London Hydro Former Substation #48 – 2125 Trafalgar Street

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Fire Chief, London Fire Department, on the advice of the Director, Realty Services, with respect to the City purchase of assets from London Hydro, being the building located at 2125 Trafalgar Street, as shown on the aerial location map attached as Appendix “A”, for the purpose of additional storage and other future potential uses, the following actions be taken:

a) the Agreement of Purchase and Sale of Assets, attached as Appendix “B”, submitted by London Hydro (the “Vendor”), to sell the building and assets to the City, for a nominal sum of \$5.00, subject to the terms and conditions set out in the agreement BE APPROVED; and

b) the Bill of Sale, attached as Appendix “C”, submitted by London Hydro (the “Vendor”), in connection with the sale of the building and assets referenced in the Agreement of Purchase and Sale of Assets, attached as Appendix “B” BE APPROVED.

3. Offer to Grant an Easement and Consent to Enter Agreement – Part of 1211 Hyde Park Road

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to property owned by Motivity Land Inc., legally described as Part Lot 24, Concession 3, Part 2, Plan 33R824, Part 1, Plan 33R2488, save and except Part 1, Plan 33R18288 and Part 1, Plan 33R19669, known municipally as 1211 Hyde Park Road, the following actions be taken:

a) the Offer to Grant an Easement and Consent to Enter Agreement between the City and Motivity London Inc. granting the City a permanent non- exclusive access easement, subject to the terms and conditions as set out in the agreement attached as Appendix “C”, for the sum of \$196,000.00 BE APPROVED; and,

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

5. Offer to Purchase Industrial Lands – Andriani S.p.A Part of Block 1, Plan 33M-592 – Innovation 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 the City-owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1 (subject to final survey), in the City of London, County of Middlesex, further being part of PIN 081970320, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Andriani S.p.A., under the corporate name Andriani Ltd. (the “Purchaser”) to purchase 5 acres of the subject property from the City, at a purchase price of \$825,000.00, reflecting a sale price of \$165,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

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: C. Rahman
Seconded by: A. Hopkins

Motion that item 4, BE APPROVED:

4. Property Acquisition – 249 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 249 Wellington Road, further described as Part of Lots 30 & 31, Plan 452 (4th), as in Instrument No. 658220, being all of PIN 08364-0020 (LT), containing an area of approximately 4,563.89 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 James Alexander Phin (the “Vendor”), to sell the subject property to the City, for the sum of \$445,200.00 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: A. Hopkins
Seconded by: S. Lehman

That Introduction and First Reading of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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: C. Rahman
Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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. Franke

That Third Reading and Enactment of Bill No.'s 46 to 51, 53 to 61, 63, 64 and 65 and Added Bill No.'s 68 to 70 and 72, 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: C. Rahman
Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

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

That Second Reading of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

Motion made by: J. Pribil

Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 52, BE APPROVED.

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 62, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: C. Rahman

Seconded by: E. Pelozza

That Second Reading of Bill No. 62, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: D. Ferreira

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No. 62, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

That Introduction and First Reading of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 2)

Motion made by: S. Stevenson
Seconded by: D. Ferreira

That Second Reading of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That Third Reading and Enactment of Bill No. 66, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (2): S. Lehman, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That Introduction and First Reading of Bill No. 67, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

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

That Second Reading of Bill No. 67, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: D. Ferreira

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No. 67, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: P. Cuddy

Seconded by: A. Hopkins

That Introduction and First Reading of Added Bill No. 71, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: C. Rahman

Seconded by: S. Lewis

That Second Reading of Added Bill No. 71, 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. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: D. Ferreira

Seconded by: S. Lehman

That Third Reading and Enactment of Added Bill No. 71, 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. Pelozza, 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. 46	By-law No. A.-8324-30 - A by-law to confirm the proceedings of the Council Meeting held on the 14th day of February 2023. (City Clerk)
Bill No. 47	By-law No. A.-7956(a)-31 - A by-law to amend By-Law No. A.-7956-84 being a by-law “to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate” to repeal and replace Schedule 1. (2.1a/3/CSC)
Bill No. 48	By-law No. A.-8325-32 - A by-law to repeal By-law No. CPOL.-400-85, as amended, being “A by-law to adopt a new Council Policy entitled “Development Charge Interest Rate Policy”. (2.1b/3/CSC)
Bill No. 49	By-law No. A.-8326-33 - A by-law to appoint KPMG LLP auditors for The Corporation of the City of London for a five-year term pursuant to section 296 of the Municipal Act, 2001; and to approve an Agreement between The Corporation of the City of London and KPMG LLP with respect to providing external audit services for the Corporation; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.2a/3/CSC)
Bill No. 50	By-law No. A.-8327-34 - A by-law to authorize and approve the Next Generation 9-1-1 Authority Service Agreement between The Corporation of the City of London and Bell Canada and to authorize the Mayor and City Clerk to execute the Agreement. (2.2/3/CPSC)
Bill No. 51	By-law No. A.-8328-35 - A by-law to approve and authorize the execution of the Building Safer Communities Fund (BSCF) Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness and The Corporation of the City of London. (2.3/3/CPSC)
Bill No. 52	By-law No. A.-8329-36 - A by-law to authorize and approve a standard form Municipal Purchase of Service Agreement, for Housing Stability Services between The Corporation of the City of London and various Service Providers. (2.9/3/CPSC)
Bill No. 53	By-law No. A.-8330-37 - A by-law to enact a Heritage Easement Agreement for the property at 1656 Hyde Park Road, pursuant to the provision of the Ontario Heritage Act. (2.2/3/PEC)
Bill No. 54	By-law No. A.-8331-38 - A by-law respecting the 2020 – 2023 Multi-Year Tax Supported Operating and Capital Budget for The Corporation of the City of London. (4.10/8/SPPC)
Bill No. 55	By-law No. S.-6211-39 - A by-law to assume certain works and services in the City of London. (Creekview Subdivision – Phase 2; 33M-729) (Deputy City Manager, Environmental & Infrastructure)
Bill No. 56	By-law No. S.-6212-40 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, east of White Oak Road) (Chief Surveyor - for road dedication purposes pursuant to SPA21-100)

Bill No. 57	By-law No. S.-6213-41 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Mornington Avenue, east of Glasgow Street). (Chief Surveyor – for road dedication purposes pursuant to Consent B.017/21)
Bill No. 58	By-law No. S.-6214-42 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road East, west of Adelaide Street South) (Chief Surveyor - for road dedication purposes pursuant to SPA18-101)
Bill No. 59	By-law No. S.-6215-43 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street East, west of Quebec Street). (Chief Surveyor – for road dedication purposes pursuant to a Deferred Widening Agreement from a previous Site Plan Agreement)
Bill No. 60	By-law No. S.-6216-44 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, west of Stackhouse Avenue; and as widening to Stackhouse Avenue, north of Fanshawe Park Road East). (Chief Surveyor – for road dedication purposes pursuant to SPA21-050)
Bill No. 61	By-law No. S.-6217-45 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dingman Drive, west and east of Wellington Road South) (Chief Surveyor – for road dedication purposes pursuant to the Dingman Drive Improvements project)
Bill No. 62	By-law No. W.-5688-46 - A by-law to authorize the East London Link – Construction Rapid Transit. (Project No. RT1430-3A) (2.1/2/CWC)
Bill No. 63	By-law No. W.-5689-47 - A by-law to authorize the Conventional Transit (Growth) PTIS project. (Project No. MU1176) (Deputy City Manager – Finance Supports)
Bill No. 64	By-law No. Z.-1-233086 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1555 Glenora Drive. (3.2/3/PEC)
Bill No. 65	By-law No. Z.-1-233087 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 761 Fanshawe Park Road West. (3.3/3/PEC)
Bill No. 66	By-law No. Z.-1-233088 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 489 Upper Queen Street. (3.4/3/PEC)
Bill No. 67	By-law No. Z.-1-233089 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 608 Commissioners Road West. (3.5/3/PEC)

Bill No. 68	By-law No. A.-8332-48 - A by-law to authorize and approve a Lease Extension and Amending Agreement between The Corporation of the City of London and London Public Library for the lease of commercial office space, located at the London Public Library at 251 Dundas Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/3/CSC)
Bill No. 69	By-law No. A.-8333-49 - A by-law to authorize and approve an Agreement of Purchase and Sale of Assets and Bill of Sale between The Corporation of the City of London and London Hydro, being the acquisition of building, equipment and assets located at 2125 Trafalgar Street and referred to as former Substation #48, and to authorize the Mayor and the City Clerk to execute the Agreements. (6.2/3/CSC)
Bill No. 70	By-law No. A.-8334-50 - A by-law to authorize and approve an Offer to Grant an Easement and Consent to Enter Agreement between The Corporation of the City of London and Motivity Land Inc., for the acquisition of a permanent easement over a portion of property located at 1211 Hyde Park Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/3/CSC)
Bill No. 71	By-law No. A.-8335-51 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and James Alexander Phin, for the acquisition of the property located at 249 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/3/CSC)
Bill No. 72	By-law No. A.-8336-52 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Andriani Ltd., for the sale of the City owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1 (subject to final survey), in the City of London, County of Middlesex, further being part of PIN 081970320, containing an area of approximately 5 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/3/CSC)

14. Adjournment

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The Council meeting adjourned at 5:05 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Lease Extension and Amending Agreement

LEASE EXTENSION AND AMENDING AGREEMENT DATED August 25, 2022 (the "Agreement")

BETWEEN:

LONDON PUBLIC LIBRARY

(the "Landlord")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 3rd day of October, 2017, (the "Lease") the Landlord and the Tenant did demise and lease unto the Tenant certain premises designated as those parts of the Building designated as Suite SUITE NO. [TO BE ASSIGNED], comprised of a Rentable Area of the Premises of approximately 7,495 square feet, (the "Leased Premises") located at 251 Dundas Street, municipality located in the City of London, in the Province of Ontario; for a term of Five (5) years and Six (6) months expiring on December 31, 2023 (the "Term"), and
- B. The Landlord and Tenant have agreed to extend the Term of the Lease for a further period of Five (5) years upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the other(s), the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true in substance and in fact.
2. The Term of the Lease shall be extended for a further period of five (5) years commencing on January 1, 2024 and expiring on December 31, 2028 (the "First Extension of Term").
3. The First Extension of Term shall be upon the same terms, covenants and conditions as are currently in effect in the Lease, with the understanding that:
 - (a) the Tenant accepts the leased Premises in an "as is" condition, any further renovations, alterations or improvements in or to the Premises are the sole responsibility of the Tenant and shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of the Lease;
 - (b) There shall be two (2) further rights of extension beyond the expiry of the First Extension of Term granted herein; and
 - (c) The Landlord agrees to provide the Tenant a credit towards the rent equivalent to Three (3) months of Minimum Rent payable in year 1 (or \$20,611.25 plus HST) (the "Minimum Rent Credit") provided the Tenant designs and constructs a new additional washroom (the "New Washroom") in the Premises during the First Extension of Term period. The final design, location, layout, and construction materials for the New Washroom shall be subject to the final approval by the Landlord acting reasonably. The parties agree that the Tenant's contribution to the construction costs of the New Washroom shall not exceed the value of the Minimum Rent Credit provided herein and all construction costs in excess of same shall be the sole responsibility of the Landlord.
 - (d) As of the commencement of the First Extension of Term, the Minimum Rent payable for the Premises shall be:

Years of First Extension of Term	Annual Rate Per Square Foot of Rentable Area	Per Year	Per Month
1	\$11.00	\$82,445.00	\$6,870.42
2	\$11.00	\$82,445.00	\$6,870.42
3	\$11.50	\$86,192.50	\$7,182.71
4	\$12.00	\$89,940.00	\$7,495.00
5	\$12.50	\$93,687.50	\$7,807.29

Appendix A Cont'd

Above amounts are subject to applicable sales tax. The above Minimum Rent is subject to the Free Rent Period defined in clause 3 (c) above.

4. The Tenant represents and warrants that it has the right, full power and authority to agree to extend the Term and amend the Lease as provided in this Agreement.

5. As long as the Tenant is the Corporation of the City of London and is not in default, the Tenant shall have a one-time only Option to Terminate the Lease after Thirty-Six (36) months with Four (4) months prior written notice to the Landlord. To clarify, the Tenant must provide notice by August 31, 2026. On or before August 31, 2026, the Tenant agrees to provide a sum of Six (6) months of Base Rent and Additional Rent plus HST as a cost of terminating the Lease early.

6. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. All capitalized terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed in this Agreement.


7. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.

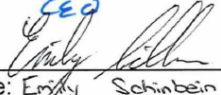
8. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.

9. This Agreement may be executed (either by original or PDF signature) in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Instrument.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Lease Extension and Amending Agreement.

**LONDON PUBLIC LIBRARY
(Landlord)**

PER: 
Name: MICHAEL CICCONI
Title: CEO

PER: 
Name: Emily Schinbein
Title: Director, Financial Services

**THE CORPORATION OF THE CITY OF LONDON
(Tenant)**

PER: _____
Name:
Title:

PER: _____
Name:
Title:

Appendix A – Aerial Location Map

Aerial Location Map



General Location Shown – For Illustration Purposes

Appendix B – Agreement of Purchase and Sale of Assets

AGREEMENT OF PURCHASE AND SALE OF ASSETS

Dated the 29 day of November, 2022.

BETWEEN:

LONDON HYDRO INC.

(herein the "Vendor")

- and -

THE CORPORATION OF THE CITY OF LONDON

(herein the "Purchaser")

WHEREAS the Vendor is the owner of certain equipment and assets used in connection with the provision of hydro services in the City of London, in the County of Middlesex and the Vendor has agreed to sell and the Purchaser has agreed to purchase from the Vendor the equipment and assets on the terms hereinafter set forth.

THE PARTIES HERETO agree as follows:

- 1) The Vendor hereby transfers equipment and assets, as described in the attached Schedule "A" and further shown in Schedule "B", (the "Assets") to the Purchaser as of the 24th day of February 2023 (hereinafter called the "Closing Date").
- 2) The Purchase Price for the Assets to be paid by the Purchaser shall be the sum of Five Dollars CDN (\$5.00). Upon payment of the Purchase Price, the Vendor shall provide an executed Bill of Sale to the Purchaser evidencing the transfer of ownership of the Assets, in the form prescribed by the Purchaser.
- 3) The Vendor covenants with the Purchaser that the Vendor has the authority to enter into this Agreement and sell the Assets without the consent of any other person, firm, or corporation. The Vendor hereby represents and warrants that it is the sole beneficial owner with good and marketable title to the Assets and that the Assets shall be transferred to the Purchaser free and clear of all liens and encumbrances on the Closing Date. The Purchaser acknowledges receipt of the Environment Site Assessments from the Vendor and agrees to release, indemnify and forever discharge the Vendor, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, in relation to the current state and existing condition of the Assets. There are no additional representations or warranties from the Vendor with respect to the condition of the Assets.
- 4) The Purchaser further agrees to provide the Vendor a full and final release against any claims related to the condition of the Property where the Assets are located, in a form satisfactory to the Vendor acting reasonably, upon and subject to the Purchaser completing all necessary environmental studies subsequent to closing and filing a Record of Site Condition (the "RSC") in accordance with O. Reg 153/04 deeming the Property clean from all forms of soil, water, and other forms of contamination and permitting for the intended municipal use by the Purchaser. The Purchaser shall not be required to provide any release with respect to any contamination discovered prior to obtaining the RSC. This condition shall survive and not merge upon the completion of this transaction.
- 5) The Purchaser shall be liable for and shall pay any Federal and Provincial sales tax and other taxes, duties or other like charges properly payable upon and in connection with the conveyance and transfer of the assets by the Vendor to the Purchaser.
- 6) The Vendor represents that no person, firm, or corporation has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Vendor of any of the Assets.

Appendix B – Agreement of Purchase and Sale of Assets

- 7) The Purchaser acknowledges and agrees that the Assets are being transferred to the Purchaser in an as-is, where-is condition and there are no representations or warranties regarding the physical condition of the equipment and assets being conveyed.
- 8) The Purchaser represents and warrants that it has inspected the Assets and accepts same in their current condition, with all faults. The Vendor expressly disclaims any warranties as to the condition or suitability of same for the Purchaser's use.
- 9) The Purchaser covenants and agrees that all necessary action has been taken by the Purchaser in accordance with its obligations pursuant to the *Municipal Act* to authorize the execution and delivery of this Agreement and all other documents required to give effect to the transfer of the Assets.
- 10) On the Closing Date no action or proceeding against the Vendor before any court or governmental body shall be pending or threatened wherein an unfavorable judgment, decree or order would prevent the carrying out of this Agreement or any of the transactions or events contemplated by this Agreement or cause such transactions to be rescinded, require Vendor to divest itself of any of its assets or properties of which, in the opinion of counsel for the Purchaser, would make the transactions contemplated hereby imprudent.
- 11) Except as otherwise provided for herein, each of the parties hereto shall pay its own expenses in connection with the transactions contemplated by this Agreement.
- 12) Time is of the essence in this Agreement.
- 13) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors, and assigns.
- 14) This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

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.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

IN WITNESS WHEREOF London Hydro Inc. has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officer.

LONDON HYDRO INC

Per: _____

Name: Jac Vanderbaan, P.Eng. CPA, CMA

Title: Vice President - Operations & Planning

I Have the Authority to Bind the Corporation

Appendix B – Agreement of Purchase and Sale of Assets

Vendor's Lawyer: Elizabeth Cormier, 226-272-0900 Ext. 1 / email: elizabeth@ecormier.ca

Purchaser's Lawyer: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 / email: statavar@london.ca

Appendix B – Agreement of Purchase and Sale of Assets

SCHEDULE "A"

DESCRIPTION OF THE ASSETS:

All existing old leads, ducts, lines, connection boxes, structures, equipment or assets owned by the Vendor on the real property known as: Substation 48 which is shown in Schedule "B" are conveyed to the Purchaser regardless of condition.

The Vendor agrees not to remove any of the foregoing from the Property existing at the time of this Agreement. That which is existing at the time of this Agreement shall be conveyed on Closing.

Appendix B – Agreement of Purchase and Sale of Assets

SCHEDULE "B"

Location: Fire Hall Station #10
2125 Trafalgar Street, London ON N5V 4Z7



Appendix C – Final Bill of Sale

BILL OF SALE

BETWEEN:

LONDON HYDRO INC.

(the “Vendor”)

-and-

THE CORPORATION OF THE CITY OF LONDON

(the “Purchaser”)

WHEREAS the Vendor is the owner of various assets as hereinafter described, and has contracted and agreed with the Purchaser for the absolute sale of them pursuant to an Asset Purchase Agreement dated November 29, 2022, for the consideration hereinafter mentioned;

NOW THEREFORE THIS BILL OF SALE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of Five Dollars (\$5.00) of lawful money of Canada (the “Purchase Price”), paid by the Purchaser to the Vendor, the Vendor doth bargain, sell, assign, transfer and set over unto the Purchaser the assets described as follows:

All existing old leads, ducts, lines, connection boxes, structures, equipment or assets owned by the Vendor on the real property known as: Substation 48 which is being conveyed to the Purchaser regardless of condition (hereinafter the “Assets”)

including all the right, title, interest, property, claim and demand whatsoever of the Vendor of, in to and out of the same and every part thereof.

TO HAVE AND HOLD the Assets and all the right, title and interest of the Vendor therein and thereto, unto and to the use of the Purchaser.

AND the Vendor hereby covenants, promises and agrees that:

- a) the Vendor is rightfully and absolutely possessed of and entitled to the Assets and has good and valid right to assign the same unto the Purchaser in the manner aforesaid and according to the true intent and meaning of this Bill of Sale;
- b) the Purchaser shall peacefully and quietly have, hold, possess and enjoy the said Assets to and for the Purchaser’s own use and benefit, free and clear from all former and other bargains, sales, gifts, grants, charges and encumbrances whatsoever affecting the Assets, and the Vendor hereby indemnifies the Purchaser with respect thereto;
- c) the Vendor and all persons rightfully claiming any estate, right, title or interest in or to the said Assets shall and will from time to time, and at all times hereafter upon every reasonable request and at the cost and charges of the Purchaser, make, do and execute, or cause to be made, done and executed, all such further acts, deeds, and assurances to more effectually assign and assure the Assets unto the Purchaser in the manner aforesaid.

IT IS AGREED that this Bill of Sale and the terms contained herein shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns, or successors and assigns, as the case may be, of the parties hereto respectively.

Appendix C – Final Bill of Sale

IN WITNESS WHEREOF, the parties have executed this Bill of Sale this ____ day of _____, 20__.

VENDOR:

) **LONDON HYDRO INC.**
)
)
)
)
) _____
) Signature of Signing Officer
) Name: Jac Vanderbaan, P.Eng, CPA, CMA
) Title: Vice President - Operations & Planning
)
)
) _____
) Signature of Signing Officer
) Name:
) Title:

I/We have authority to bind the Corporation

PURCHASER:

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A - Source of Financing Report

Appendix "A" Confidential

#23012
January 30, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Offer to Grant an Easement and Consent to Enter Agreement
Part of 1211 Hyde Park Road
(Subledger LD230001)
Capital Project ESSWM-HP5 - SWM Facility - Hyde Park No. 5
Motivity London Inc.

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	2,134,000	835,450	0	1,298,550
Land Purchase	444,700	4,274	206,223	234,203
Construction	3,927,023	0	0	3,927,023
City Related Expenses	11,977	11,977	0	0
Total Expenditures	\$6,517,700	\$851,701	\$206,223	\$5,459,776

Sources of Financing

Drawdown from Sewage Works Renewal Reserve Fund	289,667	37,852	9,165	242,650
Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	6,228,033	813,849	197,058	5,217,126
Total Financing	\$6,517,700	\$851,701	\$206,223	\$5,459,776

Financial Note:

Purchase Cost	\$196,000
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	1,685
Add: HST @13%	26,130
Less: HST Rebate	<u>-22,592</u>
Total Purchase Cost	<u>\$206,223</u>

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

jg

Appendix C - Offer to Grant an Easement and Consent to Enter

OFFER TO GRANT AN EASEMENT AND CONSENT TO ENTER

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

- and -

MOTIVITY LAND INC.

Municipal Address of Property: 1211 Hyde Park Road

IN CONSIDERATION of the sum of ONE HUNDRED NINETY-SIX THOUSAND DOLLARS CDN (\$196,000.00) and other good and valuable consideration, MOTIVITY LAND INC., being the owner of the Property described as PART LOT 24, CONCESSION 3 PART 2, 33R824, PART 1, 33R2488 SAVE & EXCEPT PART 1, 33R18288 & PART 1, 33R19669, being all of PIN 08064-3502, DO HEREBY offer to grant to the City of London:

- a) A Permanent Easement in a form substantially in accordance with Schedule "A" attached (the "Permanent Easement"), over and upon the lands shown as a sketch on Schedule "B" attached hereto (the "Property") and to be more particularly described in a reference plan to be deposited on title to the Property.
- b) Consent to the City, its contractors and employees to enter on to the Property upon the execution of this Agreement and payment of consideration herein, for the purpose of completing the construction permitted under the Permanent Easement (the "Consent").
- c) In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

The City agrees:

1. To prepare and register, at its expense, the Permanent Easement documents in a form substantially in accordance with Schedule "A" against title to the Property.
2. To prepare, at its expense, survey and Reference Plan required to complete the Permanent Easement.
3. To pay the Owner's legal costs, subject to assessment, to complete the registration of the Permanent Easement.
4. To restore the Property used to a condition as near as possible to its original condition.
5. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term this Consent.
6. To indemnify, defend with counsel and save harmless from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

7. Upon the City completing the deposit of the reference plan, the Owner shall execute any and all documentation necessary to effect the registration of the Permanent Easement on title to the lands described in Schedule "B", substantially in the form attached as Schedule "A" to this Agreement. Upon the registration of the Permanent Easement documents on title to the Property, this Consent to Enter shall be immediately terminated, including all representations and warranties contained herein.

ADDITIONAL TERMS AND CONDITIONS:

1. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 12th day of DECEMBER, 2022.

MOTIVITY LAND INC.

Name JAMES BENNETT
Title PRESIDENT

I/We Have the Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the above Grant of Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

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

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "A"

THIS GRANT OF EASEMENT made this _____ day of _____,

BETWEEN:

MOTIVITY LAND INC.

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE HUNDRED NINETY-SIX THOUSAND DOLLARS CDN (\$196,000.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary, in, through, over, on and under that part of the lands of the Transferor more particularly described on Schedule "B" attached hereto (the "Property") and to be more particularly described in a reference plan to be deposited on title to the Property.

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with

the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

MOTIVITY LAND INC.



Witness:

Name JAMES BENNETT

Title PRESIDENT

I/We Have the Authority to Bind the Corporation

THE CORPORATION OF THE CITY OF LONDON


Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

LEGAL DESCRIPTION: PART LOT 24, CONCESSION 3 PART 2, 33R824, PART 1, 33R2488 SAVE & EXCEPT PART 1, 33R18288 & PART 1, 33R19669

Part of PIN: #08064-3502

Requirements shown in pink. 



Appendix A – Source of Financing Report

Appendix "A" Confidential

#23014

January 30, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 249 Wellington Road - Wellington Gateway Project
(Subledger LD210013)
RT1430-1B - Wellington Gateway - Land Rapid Transit
James Alexander Phin

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	20,666,401	518,758	2,847,741
Total Expenditures	\$24,032,900	\$20,666,401	\$518,758	\$2,847,741
Sources of Financing				
Capital Levy	2,527,303	2,173,282	54,553	299,468
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	20,505,597	18,493,119	464,205	1,548,273
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1 and 2)	1,000,000	0	0	1,000,000
Total Financing	\$24,032,900	\$20,666,401	\$518,758	\$2,847,741

Financial Note:

Purchase Cost	\$445,200
Add: Legal Fees etc.	59,300
Add: Land Transfer Tax	5,379
Add: HST @13%	65,585
Less: HST Rebate	-56,706
Total Purchase Cost	\$518,758

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

Note 2: Note to City Clerk: Administration hereby certifies that the estimated amounts payable in respect of this project does not exceed the annual financial debt and obligation limit for the Municipality from the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02 made under the Municipal Act, and accordingly the City Clerk is requested to prepare and introduce the necessary by-laws.

An authorizing by-law should be drafted to secure debenture financing for project RT1430-1B - Wellington Gateway - Land Rapid Transit for the net amount to be debentured of \$1,000,000.



Jason Davies
Manager of Financial Planning & Policy

jg

Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: JAMES ALEXANDER PHIN

REAL PROPERTY:

Address 249 Wellington Road, London, ON N6C 4N6

Location West side of Wellington Road, North of Thomas Janes Drive

Measurements approximately 423.98 m²/ 4,563.89 ft²

Legal Description: Part of Lots 30 & 31, Plan 452 (4th), as in Inst. No. 658220 in the City of London, County of Middlesex, being all of PIN 08364-0020 (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 FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS CDN (\$445,200.00) 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 **February 17th, 2023**, 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 **March 3rd, 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 **March 17th, 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

Josh Morgan, 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 10th day of January, 2023,

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: 

Name: JAMES ALEXANDER PHIN

Title: _____

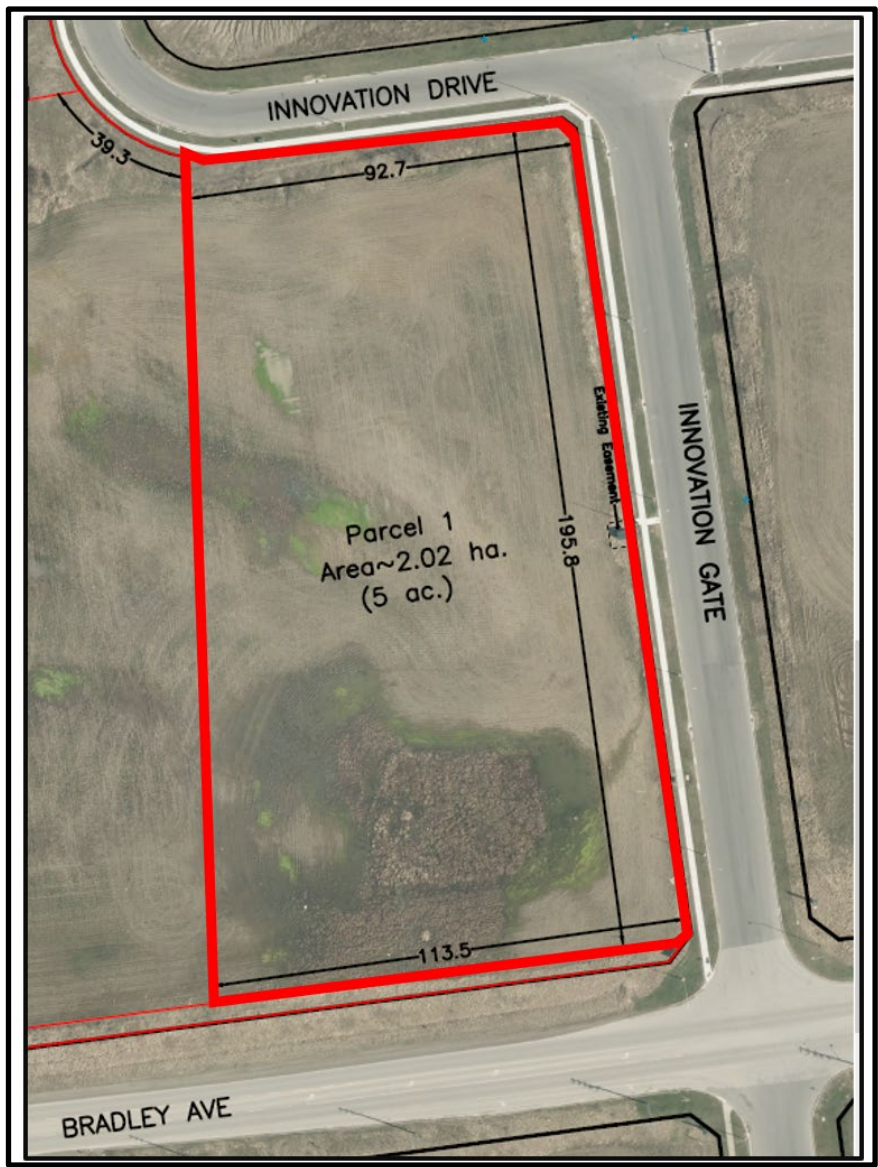
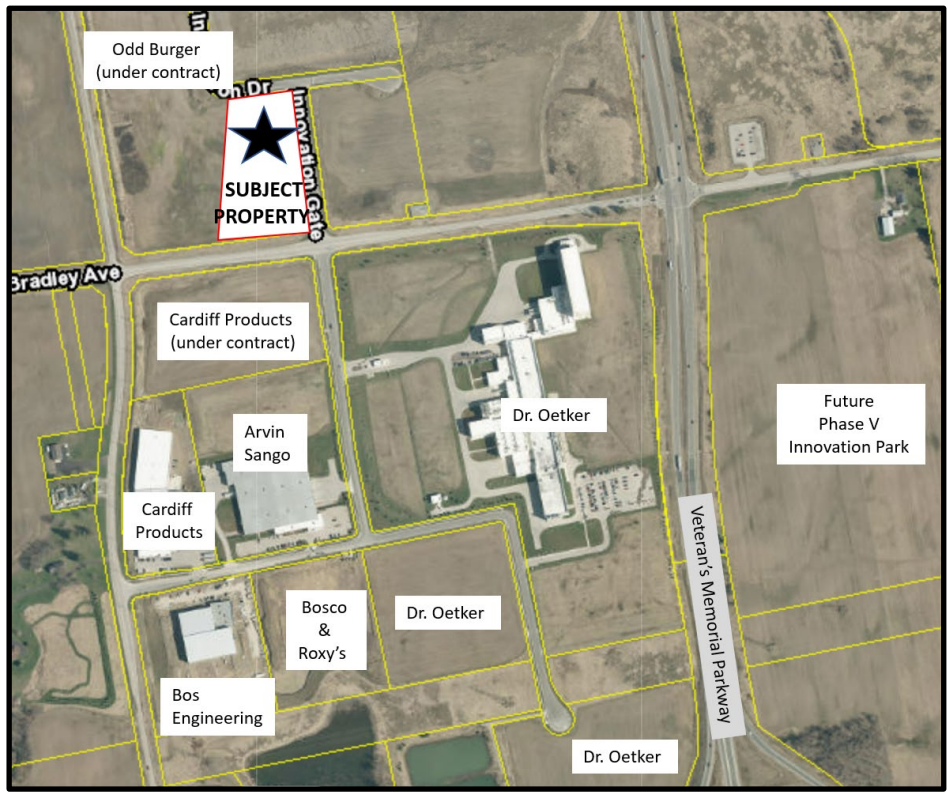
VENDOR'S LAWYER: Victoria Gordon, Cohen Highley LLP, 519-672-9330 ext 384 Fax 519-672-5960

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the 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 closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made 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 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$32,540.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$22,260.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **LEASE CONDITION:** On or before closing, the Purchaser and Vendor shall enter into a residential lease agreement, in a form prescribed by the Purchaser in accordance with applicable law, to permit the Vendor to continue to occupy the Property for a fixed term of eight (8) months. The parties agree that no rent will be payable to the Purchaser under the lease, save and except in relation to any operating costs as determined by the Purchaser acting reasonably, which shall include but not be limited to maintenance and utility costs.
11. **CHATELS INCLUDED:**
12. **FIXTURES EXCLUDED:**
13. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None.

Appendix A – Location Map and Aerial



Approximate Area Shown of Subject Property
(Subject to Final Reference Plan survey)

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 19 day of January, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

Andriani Ltd.

Address for Service: 135 Queens Plate Drive, Suite 600, Toronto ON M9W 6V7 Canada

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK**, in the City of London, in the County of Middlesex, containing **5 acres**, more or less and subject to final survey, being composed of Part of Block 1 in Plan 33M-592 located in the City of London County of Middlesex and further being part of PIN 08197-0320 and shown outlined in bold red and labelled as Parcel 1 on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Eight Hundred and Twenty Five Thousand Dollars **(\$825,000.00)**
of lawful money of Canada calculated at the rate of

One Hundred and Sixty Five Thousand Dollars **(\$165,000.00)**
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Eighty Two Thousand and Five Hundred Dollars **(\$82,500.00)**
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 **May 15th 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.

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed until **May 15th 2023** to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer, acting reasonably, 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 objection to soil conditions in the Purchaser's sole and absolute discretion 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 **June 16th 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.

Appendix B – Agreement of Purchase and Sale Cont'd

**AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON**

PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **February 17th 2023**, 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 19 day of January, 2023.

SIGNED, SEALED & DELIVERED

) **Andriani Ltd.**

in the presence of

) Purchaser



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Witness: Caterina Marzulli

) **Signature of Signing Officer**

) Print Name: Carlo Stocco

) Title: President

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I/ We 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 - "Excerpt from Plan Outlining Property in Red" and "Site Map"
Schedule "D" attached - "Additional Terms and Conditions"

Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON


PAGE 4

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 II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser: Local Company:	Andriani Ltd. 135 Queens Plate Drive, Suite 600, Toronto ON M9W 6V7 No
Intended Use of Building - (Describe):	Processing, Manufacturing and Distribution of Grocery Line of Pastas, Legumes, and Cereals and accessory grain milling to primary uses.
Major Industrial Classification of User:	Food Processing and Manufacturing
List of Products Manufactured/Handled:	Production of Pastas, Legumes, and other grocery grade food.
Number of Employees Anticipated:	Phase 1: Estimated 40+ (Full Time) Phase 2: Estimated 20+ (Full Time)
Number of Square Feet of Building Proposed:	Phase 1: 51,648 sq. ft. GFA
Number of Square Feet in Property Purchase:	217,800 sq. ft.
Proposed Building Coverage as % of Lot Area:	23.7%
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	Phase 2: Estimated 22,058 sq. ft. GFA
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Telephone:	Andriani Ltd.
Purchaser's Executive Completing this Form:	 (signature) Print Name: Carlo Stocco Title: President

(signature)
Print Name:
Title:

I/We have authority to bind the Corporation

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "B"

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

4.10 Attachment "A"

Disposal of Industrial Land Procedures

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

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

4.10.3. In this policy,

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

Class 1 Sale

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

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

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

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

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

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

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

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

Class 2 Sale

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

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

Class 3 Sale

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

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

General

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

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

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

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

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

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

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

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

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

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

SCHEDULE "C"

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



SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

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

Municipal Services and Roadway Easements

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

Release of Information

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

Development Agreement

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

Appendix B – Agreement of Purchase and Sale Cont'd

Purchaser Condition – Feasibility of Intended Use

This offer is conditional until **May 15th 2023** to permit the Purchaser, at the Purchaser's expense, to determine the feasibility of the Purchaser's intended use for the Property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion (the "Feasibility of Intended Use"). If within that time, the Purchaser provides notice to the Vendor in writing of an intention to exercise this condition to terminate the Agreement, 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 in 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 Feasibility of Intended Use and waived this condition.

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 **May 15th 2023**. If, within that time, any objection to environmental conditions in the Purchasers sole and absolute discretion, 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 such 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 **May 15th 2023**. If, within that time, any objection to the geotechnical conditions in the Purchasers sole and absolute discretion 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 such objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Approval from Board of Directors

The Purchaser shall have allowed until **May 15th 2023**, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. If within that time, the Purchaser provides notice to the Vendor in writing of an intention to exercise this condition to terminate the Agreement, 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 in 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 waived this condition.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. For greater clarity, the Vendor's agreement to the proposed uses described in Schedule "A" of this Agreement may not be relied upon by the Purchaser as evidence that such uses are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have until **May 15th 2023** to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Reference Plan & Purchase Price Adjustments

The Vendor will facilitate to deposit on title, on or before closing and at no cost to the Purchaser, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5 acres multiplied by a land rate of \$165,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$165,000 per acre.

London Hydro Easement

The Purchaser agrees to an existing easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 1 in Plan 33R-17307 and registered on title as ER602322. The condition shall survive and not merge on the completion of this transaction.

HST

The parties acknowledge that this transaction is subject to HST, which shall be in addition to the Purchase Price. The Purchaser covenants and agrees that it will on or prior to Closing provide the Vendor with a certificate of an officer of the Purchaser confirming its registration number relating to the federal government's goods and services tax under the Excise Tax Act (Canada). The Purchaser further agrees to self-assess and remit the required amount (if any) in accordance with the applicable statutory requirements in connection with HST. The Purchaser further agrees to indemnify and save harmless the Vendor from and against such HST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay such HST as aforesaid. Provided that the Purchaser delivers a certificate, undertaking and indemnity with respect to the foregoing, HST shall not be payable to the Vendor upon closing.

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.