

## Report to Planning and Environment Committee

**To:** Chair and Members  
Planning and Environment Committee

**From:** Scott Mathers, MPA P.Eng.,  
Deputy City Manager, Planning and Economic Development

**Subject:** Closed School Site: Evaluation and Approach (1040 Hamilton Road, former Fairmont Public School)

**Date:** May 23, 2023

## Recommendation

That, on the recommendation of the Director, Planning and Development, the following actions **BE TAKEN** with respect to the letter of interest from the Thames Valley District School Board for the surplus school site at 1040 Hamilton Road:

- a) That Civic Administration **BE DIRECTED** to express an interest in these lands for the purposes of providing the identified municipal needs of affordable housing and parkland; and
- b) That this report **BE RECEIVED** for information.

## Executive Summary

- On March 22, 2023, the Thames Valley District School Board (TVDSB) advised the City that it had declared the former Fairmont Public School site as surplus to the school board's needs and that the TVDSB intends to sell the property.
- Public agencies are to identify their interest to the school board by June 20, 2023.
- The school board will negotiate a land sale with public agencies expressing interest, based on the agencies' ranking (per O. Reg. 444/98). If no public interest is received, then the properties will be put up for sale to the private market.
- In accordance with Council's "Surplus School Site Evaluation and Acquisition Policy", an administrative review team has evaluated the subject property for potential use as the identified municipal purposes of affordable housing, parkland, and community facilities.
- The review has identified municipal needs for affordable housing and park land.

## Linkage to the Corporate Strategic Plan

Surplus school site acquisition directly aligns with the "Housing and Homelessness" and "Wellbeing and Safety" Strategic Areas of Focus of London's 2023-2027 Strategic Plan. This alignment includes: increasing the quality, affordability, and supportive housing options as well as providing park spaces that support Londoner's overall quality of life.

## Climate Emergency

On April 23, 2019, Council declared a Climate Emergency. A Climate Emergency Action Plan has been developed that provides a city-wide approach to addressing three main goals of mitigation, adaptation, and equity. The Climate Emergency Action Plan identifies opportunities for growing 'inward and upward', consistent with The London Plan, as a means of adapting to climate change and making London more resilient (Area of Focus 8).

## Analysis

### 1.0 Surplus School Site

#### 1.1 Background

The Thames Valley District School Board (TVDSB) determined that the former Fairmont Public School site, located at 1040 Hamilton Road, is surplus to the school board's needs based on the results of an accommodation review.

Under Ontario Regulation 444/98 of the *Education Act*, school boards are required to offer surplus school properties to public agencies, including municipalities and Service Managers, prior to offering a land sale to the private market. If more than one public agency expresses an interest in a property, the school board will negotiate the land sale with the highest-ranking public agency (per O. Reg. 444/98).

A letter of offer notifying the City that the property is available for a potential acquisition was sent by the TVDSB on March 22, 2023 (See Appendix "A" for letter). A written response back to the school board is required by June 20, 2023. The required response is to indicate whether or not there is City interest in acquiring the property. Negotiations to finalize the conditions for a land sale have a separate timeline of an additional ninety (90) days.

Civic Administration has completed an evaluation of the site, in accordance with Council's "Surplus School Site Evaluation and Acquisition Policy". This report summarizes the evaluation based on the three identified municipal needs of affordable housing, parkland, and community facilities, and recommends that the City indicate an interest in acquiring the land.

#### 1.2 Property at a Glance

1040 Hamilton Road is an irregularly-shaped, 11.06 acre (4.48 hectare) property located between Highbury Avenue N. and Gore Road in the Hamilton Road Planning District of the City. The property is located mid-block with Hamilton Road frontage and an engineered walkway connecting to Manitoulin Drive to the north. In *The London Plan* the property is in the Neighbourhoods Place Type and Hamilton Road has "Civic Boulevard" street classification. The property is located within an area of archaeological potential and prior to development or site alteration an archaeological assessment is required.



Figure 1: Aerial photo of 1040 Hamilton Road

## 2.0 Evaluation and Recommendation

### 2.1 Evaluation

The property at 1040 Hamilton Road has been evaluated for potential acquisition to meet one or more of the identified municipal needs. The evaluation is for municipal needs as: (1) affordable housing (noting this municipal need is evaluated first); (2) a community facility such as a community centre; and (3) as parkland.

The evaluation found that the site meets the criteria for acquisition for municipal purposes of affordable housing and parkland.

### 2.2 Affordable Housing Evaluation

The closed school site evaluation team includes representation from Municipal Housing Development. The evaluation team has identified that the property at 1040 Hamilton Road is required to meet the municipal need for the development of affordable housing units, consistent with the “Roadmap to 3,000”. The property meets criteria for sites which may incorporate affordable housing, which include:

- Are located within the Urban Growth Boundary (UGB);
- Are appropriate to meet the community need for affordable housing;
- Would support and provide for regeneration and redevelopment opportunities;
- Are in proximity to community amenities and services as well as infrastructure including public transit; and
- Are not constrained for redevelopment and regeneration by features such as pipelines, utility corridors, or significant environmental features.

### **2.3 Parkland and Community Facility Evaluation**

The Parks and Forestry review of the subject site identified that there is a municipal need for parkland, with a park block minimum of 0.85 hectares in size.

The evaluation by Neighbourhood and Community-wide Services identified that longer-term, a future community facility within this area of the City may be needed by year 2035. No current need is identified.

However, in recognition that the need for Affordable Housing is reviewed first as a priority municipal need, it is recognized that municipal needs associated with Parks and Forestry, and Neighbourhood and Community-wide Services would be in partnership with Municipal Housing Development, where feasible.

## **Conclusion**

The evaluation of 1040 Hamilton Road, undertaken in accordance with Council's "Surplus School Site Evaluation and Acquisition Policy", has concluded that there is a municipal need for the site for affordable housing and parkland.

In recognizing the primacy of the need for affordable housing, the interest in acquisition of the site is anticipated to be primarily based on the municipal need of affordable housing. Opportunities for partnerships to accommodate additional municipal land uses have been investigated by Civic Administration through preparation of a preliminary conceptual site design for housing and parkland.

If the City is successful in acquiring the site from the TVDSB, planning application processes will be undertaken. The redevelopment and regeneration process will ensure that the overall objectives of affordable housing, parkland, and key directions of The London Plan are implemented.

Subsequent reports will be brought to Council with the results of the Thames Valley District School Board's disposition of this surplus school site.

Acknowledgements: This report was prepared with assistance from: Kimberly Wood, Development Lead, Municipal Housing Development; Leif Maitland, Development Lead, Municipal Housing Development; Stephanie Wilson, Manager, Parks Long Range Planning & Design; Michael Tomazincic, Manager, Strategic Land Development.

**Prepared by:** Travis Macbeth, MCIP, RPP  
Senior Planner, Long Range Planning

**Reviewed by:** Justin Adema, MCIP, RPP  
Manager, Long Range Planning

**Recommended by:** Heather McNeely, MCIP, RPP  
Director, Planning and Development

**Submitted by:** Scott Mathers, MPA, P.Eng.  
Deputy City Manager, Planning and Economic  
Development

May 4, 2023  
TM/tm

## **Appendix A**

### **Additional Reports**

October 9, 2019 “Neighbourhood School Strategy – Evaluation and Acquisition of Surplus School Sites,” Planning and Environment Committee.

## **Appendix B**

**TVDSB Letter of Disposition (1040 Hamilton Road)**



Mark Fisher, Director of Education and Secretary

2023 March 22

TO: Executive Director  
City of London  
Realty Services, Room # 610  
300 Dufferin Avenue  
London, ON N6B 1Z2

Dear Sir or Madam,

**RE: Disposition of Property by Thames Valley District School Board (the "Board") – formerly known as Fairmont Public School, 1040 Hamilton Road, London, Ontario**

Please know that the Board has declared **Fairmont Public School at 1040 Hamilton Road, London, Ontario** (the "Property", a legal description of which is attached hereto as Schedule "A"), as surplus to its needs and intends sell it subject to obtaining municipal consent for a severance. The sale of real property by a school board is governed by Regulation 444/98 (the "Regulation"), made under the *Education Act* (Ontario). Regulation 444/98 (as amended by Regulation 57/99) stipulates that there shall be a ninety (90) day circulation period from the issuance of this proposal to preferred entities to express interest in the property and if required, an additional ninety (90) days to submit an offer before offering the property to other organizations and the general public. Therefore, should you be interested in acquiring the property listed, an expression of interest (EOI) must be received in writing by **June 20, 2023**. After submitting an EOI, an offer to purchase must be submitted via the form attached to this letter no later than **September 18, 2023**.

As indicated above, a copy of the form of offer the Board would be prepared to execute in respect of the Property is attached. The Property is being sold on an "as is" basis. The Board will not provide any representations or warranties with respect to whether the Property and undertakings thereon are in compliance with any environmental legislation or orders or whether the Property is suitable for any specific purpose. The Board will not agree to any amendments to the offer.

Please know that one of the most significant aspects of the Regulation is that the Board is required to dispose of the Property at its fair market value ("FMV"). To assist the Board in arriving at its determination of the FMV of the Property, the Board has: (a) retained a planner to advise on the Property's highest and best use; and, (b) retained the services of an AACI (an Accredited Appraiser of the Canadian Institute), to complete an appraisal of the FMV of the Property. As a matter of courtesy, we have enclosed a colour aerial site map for the Property.

Section 6 of the Regulation addresses your rights and obligations to submit expressions of interest in and offers for the Property. Please familiarize yourself with the time parameters for doing so. Should you wish to submit an expression of interest or an offer for the Property, please forward it to our legal counsel, Harrison Pensa LLP, Attn: Mr. Tim McCullough, 450 Talbot Street, London, Ontario, N6A 5J6. Please know that, unless the Board sells the Property pursuant to an offer received in response to this circulation, the Board shall be entitled to proceed with the sale of the Property on the open market. Should you have any questions regarding the Property, please contact our legal counsel at the address specified above.

**Given that the Ministry of Education requires proof that there is no interest in acquiring the property, it is requested that you provide written confirmation of same. Confirmation may be sent to my attention at the mailing address below or via email at [j.faubert@tvdsb.ca](mailto:j.faubert@tvdsb.ca).**

Sincerely,  
**THAMES VALLEY DISTRICT SCHOOL BOARD**

Per:   
Jennifer Faubert, Executive Assistant to the Superintendent of Business  
Encl.

Thames Valley District School Board - Organizational Support Services - Business  
1250 Dundas Street, London, Ontario N5W 5P2 Tel: 519-452-2000 website: [www.tvdsb.ca](http://www.tvdsb.ca)

*We build each student's tomorrow, every day.*



**SCHEDULE A**

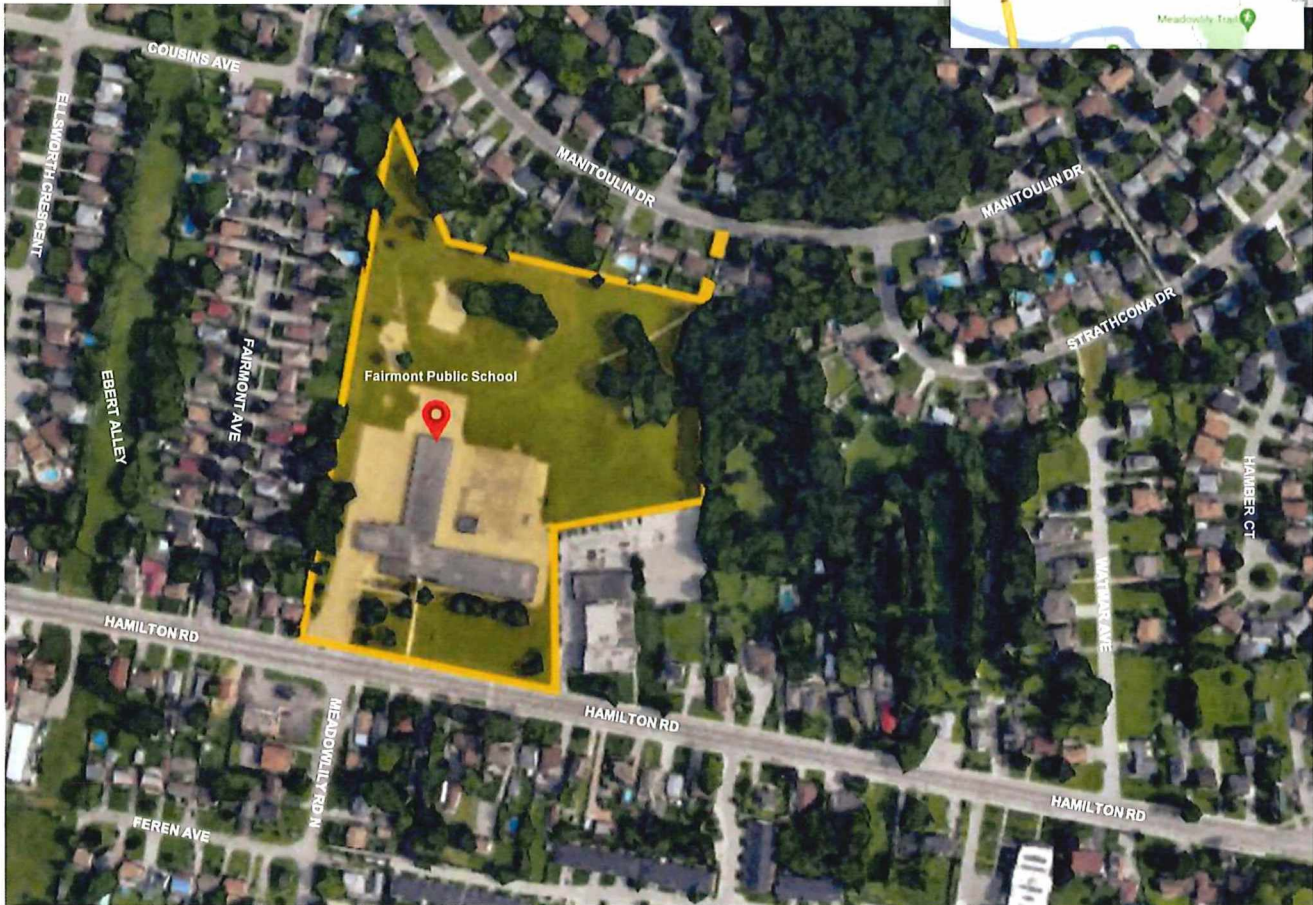
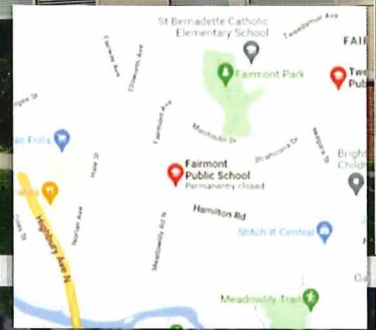
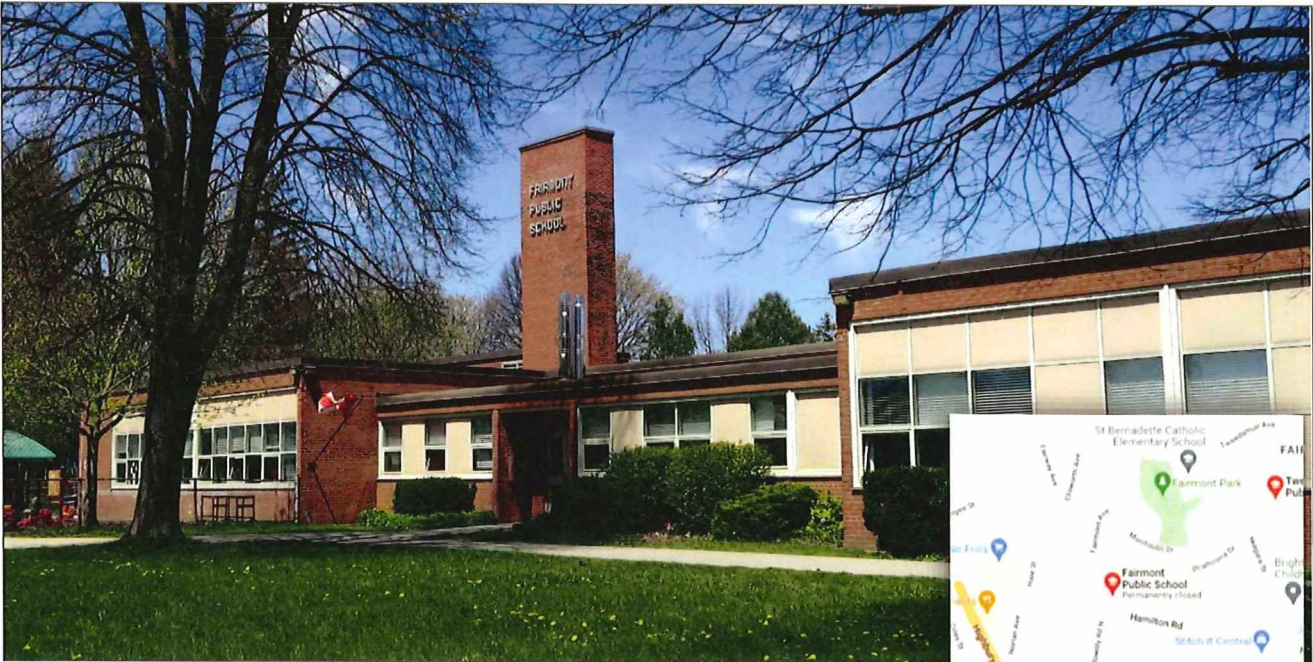
**LEGAL DESCRIPTION OF PROPERTY**

**1040 Hamilton Road, London, Ontario N5W 1A6**

PART LOT 28, PLAN 285, PART BLOCK "J", PLAN 790 AND PART SOUTH ½ LOT 7, CONCESSION B AS IN 142904, 210687, 196909, 373063; EXCEPT 74630, 210856, 142905; S/T 77819, 78336, CITY OF LONDON, COUNTY OF MIDDLESEX BEING PIN 08121-0023 (LT) (the "**Property**")

# Fairmont Public School

1040 Hamilton Road, London, ON



**OFFER TO PURCHASE**

**VENDOR:** The Thames Valley District School Board (the "**Vendor**")

**PURCHASER:** \_\_\_\_\_

**REAL PROPERTY:**

Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (the "**Property**")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "**Agreement**").
2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be \_\_\_\_\_  
\_\_\_\_\_ DOLLARS CDN (\$) \_\_\_\_\_ payable  
as follows:
  - a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and
  - b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **FIXTURES EXCLUDED:** Outdoor playground equipment, if any.
5. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Trustees of the Vendor at a meeting to be held no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.
6. **CONDITIONS:**
  - a) **SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of thirty (30) days from the date of the Vendor's acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and it shall restore the Property to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to

indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limit set forth above, deliver written notice to that effect, to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction: failing delivery of such written notice this condition shall be deemed to have been waived by the Purchaser. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period herein.

b) **COMPLETION CONDITIONAL ON REZONING:** The completion of the transaction contemplated hereby is conditional upon the Purchaser successfully causing the Property to be rezoned to an \_\_\_\_\_ zoning designation as provided in the comprehensive zoning bylaw of the municipality in which the Property is located and upon successfully obtaining an amendment to the Official Plan, if necessary, within One Hundred Twenty (120) days of the Vendor's acceptance of this Agreement, failing which this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

In applying to the municipality for rezoning and/or an amendment to the Official Plan, the Vendor agrees to provide its consent to the Purchaser to make the necessary applications to the municipality for the rezoning and/or Official Plan amendment, provided all costs relating to such applications shall be borne by and for the account of the Purchaser.

The Purchaser agrees to provide the Vendor with a copy of any application the Purchaser may make for amendment to the zoning designation for the Property and/or the Official Plan forthwith upon its filing with the municipality.

The Vendor shall have the right to terminate this Agreement in the event that the application for rezoning and/or the amendment to the Official Plan, if necessary, has not been filed with the municipality having jurisdiction over such application within thirty (30) days following acceptance of the Agreement by the Vendor, in which event this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

7. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is twenty (20) days following the satisfaction of the re-zoning condition set forth in section 6(b). Upon completion, vacant possession of the Property shall be given to the Purchaser.
8. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15<sup>th</sup>) day prior to the Completion Date (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.
9. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
10. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence (satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.

11. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.
12. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement, including Schedule 1 hereto, and save and except for: (a) any registered restrictions or covenants that run with the land providing that such are complied with;(b) any registered municipal agreements and registered agreements with publicly regulated utilities providing that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and 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 objections, shall be at an end and the 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 the Requisition Deadline 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.
13. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.
14. **TITLE DOCUMENTS:** 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 the Vendor.
15. **DOCUMENT DELIVERY:** The Vendor agrees to deliver to the Purchaser, within five (5) days from its acceptance of the Agreement (copies of the following documentation, provided such documentation is in the Vendor's possession):
- a) a survey or surveyors certificate of the property;
  - b) a site plan;
  - c) floor plans of the building;
  - d) particulars of the cost of utilities consumed in the last twelve (12) month period of active use of the Property by the Vendor
  - e) any Designated Substance Report; and
  - f) a roofing Detail Report.
- and the Vendor shall have no other obligation to produce documentation other than as set out herein.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing,

signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

18. **INSURANCE:** All buildings on the Property and all other items being purchased shall be and remain until completion of the Agreement 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 at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the completion of the transaction contemplated herein.
19. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no residential tenants.
20. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** The Vendor warrants that spousal consent under the provisions of the *Family Law Act*, R.S.O. 1990 is not necessary for this transaction.
22. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, 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 the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor'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 solicitor 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 their respective solicitors.
23. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the 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.
24. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.

26. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

[insert name if Purchaser is a Corporation]

\_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the Corporation.

\_\_\_\_\_

Witness

[insert name if Purchaser is an Individual]

The Thames Valley District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

VENDOR'S LAWYER: Harrison Pensa LLP, Attention: Tim McCullough  
450 Talbot Street, PO Box 3237, London, ON N6A 4K3

Ph. #519-661-6718 Fax # 519-667-3362

PURCHASER'S LAWYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_