



Council Agenda Including Addeds

13th Meeting of City Council

July 25, 2023

1:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact councilagenda@london.ca or 519-661-2489 ext. 2425.

Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**
 - 4.1 **Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed acquisition or 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. (6.1/19/SPPC)
 - 4.2 **Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the *Municipal Act, 2001* and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the *Municipal Act*. (6.2/19/SPPC)
 - 4.3 **Personal Matters/Identifiable Individual**

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the

Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/19/SPPC)

4.4 Labour Relations/Employee Negotiations

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.1/14/CSC)

4.5 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.2/14/CSC)

4.6 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2023 Queen Elizabeth Scholarships. (6.1/12/CPSC)

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

5.1 12th Meeting Held on June 27, 2023 12

6. Communications and Petitions

6.1 Expropriation of Lands - East London Link Project - Phase 3 (As the "Approving Authority") 110

6.2 Expropriation of Lands - East London Link Project - Phase 3 (As the "Expropriating Authority") 120

6.3 Expropriation of Lands - Wellington Gateway Project - Phase 3 and 4 (As the "Approving Authority") 135

6.4 Expropriation of Lands - Wellington Gateway Project - Phase 3 and 4 (As the "Expropriating Authority") 148

6.5 *(ADDED) Master Accommodation Plan - Alternate Work Strategies Update*

(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item #3 (4.1) of the 19th Report of the Strategic Priorities and Policy Committee)

1. *(ADDED) A. Shackleton, GM / CEO Covent Garden Market* 168

2. *(ADDED) B. Maly, Executive Director, Downtown London* 169

6.6 *(ADDED) 599-601 Richmond Street (Z-9607)*

(Refer to the Planning and Environment Committee Stage for Consideration with Item #16 (3.10) of the 12th Report of the Planning and Environment Committee)

| | | |
|------|--|-----|
| | 1. (ADDED) L. White | 170 |
| | 2. (ADDED) A.M. Valastro | 171 |
| 6.7 | (ADDED) Comprehensive Review of The London Plan Update (O-9595) (Refer to the Planning and Environment Committee Stage for Consideration with Item #17 (4.1) of the 12th Report of the Planning and Environment Committee) | |
| | 1. (ADDED) S. Stapleton, VP, Auburn Developments Inc. | 172 |
| 6.8 | 39 Carfrae Street - Application Pursuant to Heritage Easement Agreement (Refer to the Planning and Environment Committee Stage for Consideration with Item #19 (4.3) of the 12th Report of the Planning and Environment Committee) | |
| | 1. H. Beck | 174 |
| | 2. (ADDED) J. Gard and D. Caloren | 176 |
| | 3. (ADDED) Beck Heirs | 178 |
| 6.9 | (ADDED) Housing Stability Services 2023-24 Contract Amendments Refer to the Community and Protective Services Committee Stage for Consideration with Item #5 (2.3) of the 12th Report of the Community and Protective Services Committee) | |
| | 1. (ADDED) Councillors Stevenson and Pribil | 179 |
| | 2. (ADDED) A. Armstrong, Executive Director, London Cares Homeless Response Services | 180 |
| | 3. (ADDED) A. Armstrong, London Cares Homeless Response Services / M. McIntosh, Regional HIV/AIDS Connection / Sister M. Ritchie, Sisters of St. Joseph's in Canada / M. McMahon, Thames Valley Family Health Team | 181 |
| 6.10 | (ADDED) Primary Care Recruitment, Transition into Practice and Retention Program Funding Request (Refer to the Community and Protective Services Committee Stage for Consideration with Item #6 (2.4) of the 12th Report of the Community and Protective Services Committee) | |
| | 1. (ADDED) V. Nair, Co-Chair - London Middlesex Primary Care Alliance / Lead Physician, Core London FHO | 184 |
| 6.11 | (ADDED) London's Health and Homelessness Whole of Community System Response Proposed Hubs Implementation Plan (Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item #1 (4.1) of the 20th Report of the Special Strategic Priorities and Policy Committee which will be provided prior to Council) | |
| | 1. (ADDED) M. Cassidy, Interim CEO, Pillar Nonprofit Network | 186 |

7. Motions of Which Notice is Given

8. Reports

| | | |
|-----|---|-----|
| 8.1 | 19th Report of the Strategic Priorities and Policy Committee | 187 |
| | 1. Disclosures of Pecuniary Interest | |
| | 2. (2.1) London Community Grants Program Policy Update (Relates to Bill No. 234) | |
| | 3. (4.1) Master Accommodation Plan - Alternate Work Strategies Update | |
| | 4. (4.2) Consideration of Appointment to the Eldon House Board of Directors (Requires 1 Member) | |
| | 5. (4.3) Consideration of Appointment to the London Hydro Board of Directors (Requires 2 Members) (Relates to Bill No. 225) | |
| | 6. (4.4) Request to Amend Current London Transit Commission By-law - C. Roy, Secretary, London Transit Commission | |
| | 7. (4.5) 2nd Report of the Governance Working Group | |
| | 8. (4.6) Intimate Partner Violence and Femicide - Mayor J. Morgan | |
| 8.2 | 12th Report of the Planning and Environment Committee | 205 |
| | 1. Disclosures of Pecuniary Interest | |
| | 2. (2.1) 7th Report of the Ecological Community Advisory Committee | |
| | 3. (2.2) Byron Gravel Pit Secondary Plan - Draft Preferred Land Use Plan | |
| | 4. (2.3) Proposed Amendments to the Business Improvement Area By-laws (Relates to Bill No.'s 226, 227, 228, 229 and 230) | |
| | 5. (2.4) Application for Exemption from Part Lot Control - 1525 Chickadee Trail (Relates to Bill No. 231) | |
| | 6. (2.5) Building Division Monthly Report - April, 2023 | |
| | 7. (3.1) Request to Remove the Properties at 2 & 3 Kennon Place from the Register of Cultural Heritage Resources | |
| | 8. (3.2) Request to Remove the Property at 689 Hamilton Road from the Register of Cultural Heritage Resources | |
| | 9. (3.3) 1474 Kilally Road (Z-9605) (Relates to Bill No. 245) | |
| | 10. (3.4) 165-167 Egerton Street (Z-9608) (Relates to Bill No. 246) | |
| | 11. (3.5) 146 Exeter Road (39T-22502) (Relates to Bill No. 247) | |
| | 12. (3.6) 725, 729, 735, 737 Dundas Street, 389, 391, 393 Hewitt Street, a portion of 700 King Street, 400 Lyle Street and Other Properties (SPA22-057) | |

13. (3.7) 159 Clarke Road and 1900 and 1902 Trafalgar Street (Z-9604) (Relates to Bill No. 248)
14. (3.8) 38 Exeter Road (Z-9582) (Relates to Bill No. 249)
15. (3.9) 46 Elmwood Place (Z-9583) (Relates to Bill No. 250)
16. (3.10) 599-601 Richmond Street (Z-9607) (Relates to Bill No. 251)
17. (4.1) Comprehensive Review of The London Plan Update (O-9595)
18. (4.2) 221 Queens Avenue - Temporary Zoning By-law Amendment (TZ-9598) (Relates to Bill No. 252)
19. (4.3) 39 Carfrae Street - Application Pursuant to Heritage Easement Agreement
20. (5.1) 8th Report of the Community Advisory on Planning

8.3 14th Report of the Corporate Services Committee

231

1. Disclosures of Pecuniary Interest
2. (2.1) 2022 Investment Portfolio Report
3. (2.2) Elected Officials and Appointed Citizen Members 2023 Remuneration
4. (2.3) 2022 Emergency Procurement - Forestry Operations
5. (2.4) Delegation of Authority By-law: Environment and Infrastructure Approvals and Agreements (Relates to Bill No. 215)
6. (2.6) Freedom of the City - HMCS Prevost
7. (2.7) City of London Days at Budweiser Gardens - United Way
8. (2.8) Update on Association of Municipalities of Ontario Board Advocacy
9. (4.1) Consideration of Appointments to the London Community Advisory Committees
10. (4.2) Application - Issuance of Proclamation - Blood Cancer Awareness Month - Leukemia and Lymphoma Society of Canada
11. (4.3) Application - Issuance of Proclamation - Arthritis Awareness Month
12. (4.4) Application - Issuance of Proclamation - Freedom of the City
13. (4.5) Application - Issuance of Proclamation - National Coaches Week
14. (2.5) Council Policy Manual Review 2023 (Relates to Bill No.'s 216 to 224, 232 and 233)

1. Disclosures of Pecuniary Interest
2. (2.1) 4th Report of the Accessibility Community Advisory Committee
3. (2.2) Active Transportation Fund for Stoney Creek Pathway Connection to the Thames Valley Parkway - Contribution Agreement (Relates to Bill No. 213)
4. (2.5) Municipal Contribution Agreement for Vision SOHO Alliance (Relates to Bill No. 214)
5. (2.3) Housing Stability Services 2023-24 Contract Amendments
6. (2.4) Primary Care Recruitment, Transition into Practice and Retention Program Funding Request
7. (4.1) Revised Process for City Board Representative on Museum London Board
8. (4.2) Thames Pool Condition Update and Repair Options
9. (5.1) 7th Report of the Animal Welfare Community Advisory Committee

1. Disclosures of Pecuniary Interest
2. (2.1) 7th Report of the Environmental Stewardship and Action Community Advisory Committee
3. (2.2) 7th Report of the Integrated Transportation Community Advisory Committee
4. (2.3) RFP-2022-224 Green Bin Processing Services
5. (2.4) Western Road and Sarnia Road/Phillip Aziz Avenue Corridor and Intersection Improvements Detailed Design Appointment of Consulting Engineer
6. (2.5) Appointment of Consulting Engineers for the Infrastructure Renewal Program
7. (2.6) Contract Award - Request for Proposal RFP-2023-141 Design, Fabrication, Delivery, Installation and Maintenance of Signage for Downtown Wayfinding Plan Phase 1 Sign By-law Amendment (Relates to Bill No. 235)
8. (2.8) Appointment of Consulting Engineers for Contract Administration Services - Vauxhall Wastewater Treatment Plant Refurbishment Stage 1
9. (2.9) RFP-2023-097 Streetscape Master Plan for Dundas Street Appointment of Consulting Engineer- Irregular Result
10. (2.10) Contract Price Increase - 2022 Sewer Lining Contract
11. (2.11) Comments Provided to Federal Government on

Recycled Content, Labelling Rules, and Registry of Plastic Products

12. (2.7) Adelaide Street North Improvements Environmental Study Report, Notice of Completion
13. (4.1) 8th Report of the Environmental Stewardship and Action Community Advisory Committee
14. (4.2) London Transit 2022 Annual Report
15. (4.3) Mobility Master Plan Update Strategies, Mode Share Target Options and Project Evaluation Frameworks
16. (4.4) Councillor S. Franke - Climate Emergency Action Plan - Phase Out Gas

9. Added Reports

9.1 11th Report of Council in Closed Session

9.2 *(ADDED) 20th Report of the Special Strategic Priorities and Policy Committee Meeting* 263

1. *Disclosures of Pecuniary Interest*
2. *London's Health and Homelessness Whole of Community System Response Proposed Hubs Implementation Plan*
3. *July Progress Update - Health and Homelessness Whole of Community*

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

By-laws to be read a first, second and third time:

13.1 Bill No. 212 By-law No. A.- _____ - _____ 270

A by-law to confirm the proceedings of the Council Meeting held on the 25th day of July 2023. (City Clerk)

13.2 Bill No. 213 By-law No. A.- _____ - _____ 271

A by-law to approve and authorize the execution of the Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities ("Canada") and The Corporation of the City of London for the provision of funding under the Active Transportation Fund (2.2/12/CPSC)

13.3 Bill No. 214 By-law No. A.- _____ - _____ 302

A by-law to approve a Contribution Agreement between The Corporation of the City of London and Vision SoHo Alliance members, to authorize the Deputy City Manager, Planning and Economic Development to approve amendments to the Contribution Agreement,

| | | |
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| | the Tenant Placement Agreement and execute the Contribution Agreement and Tenant Placement Agreement. (2.5/12/CPSC) | |
| 13.4 | Bill No. 215 By-law No. A.- _____ - _____ A by-law to delegate the authority to bind The Corporation of the City of London in defined instances to identified positions within the Civic Administration. (2.4/14/CSC) | 369 |
| 13.5 | Bill No. 216 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-16-212, as amended, being “Athletic Travel Grants”, as the funds for this initiative were eliminated in 2022. (2.5c/14/CSC) | 372 |
| 13.6 | Bill No. 217 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-369-375, as amended, being “City of London Race Relations Anti-Racism Policy”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”. (2.5c/14/CSC) | 373 |
| 13.7 | Bill No. 218 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-119-371, as amended, being “Diversity and Inclusion Policy for the City of London”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”. (2.5c/14/CSC) | 374 |
| 13.8 | Bill No. 219 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-78-310, being “Enforcement of City Personnel”, as the Policy has been replaced by the new policy “Municipal Compliance Services” (2.5c/14/CSC) | 375 |
| 13.9 | Bill No. 220 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework. (2.5c/14/CSC) | 376 |
| 13.10 | Bill No. 221 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-141-393, as amended, being “Inclusion in Recreation Facilities, Parks and Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework. (2.5c/14/CSC) | 377 |
| 13.11 | Bill No. 222 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-109-361, as amended, being “Landing of Helicopters Policy”. (2.5c/14/CSC) | 378 |
| 13.12 | Bill No. 223 By-law No. A.- _____ - _____ A by-law to repeal By-Law No. CPOL.-186-438 and subsequent amendments, being “Protocol for Unapproved Aboriginal Burial Sites”. (2.5c/14/CSC) | 379 |
| 13.13 | Bill No. 224 By-law No. A.- _____ - _____ | 380 |

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|-------|---|-----|
| | A by-law to repeal By-Law No. CPOL.-382-26, being “Siting of Cannabis Retail Stores in London” (2.5c/14/CSC) | |
| 13.14 | Bill No. 225 By-law No. A.- ____ - ____ A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (4.3/19/SPPC) | 381 |
| 13.15 | Bill No. 226 By-law No. A.-6873(__)-____ A by-law to amend By-law No. A.-6873-292, as amended, entitled “A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Argyle Business Improvement Area”. (2.3a/12/PEC) | 384 |
| 13.16 | Bill No. 227 By-law No. CP-2-23_____ A by-law to amend By-law CP-2, as amended, being “A by-law to provide for the Improvement Area to be known as the London Downtown Business Association Improvement Area and to establish a Board of Management therefor.” (2.3b/12/PEC) | 387 |
| 13.17 | Bill No. 228 By-law No. C.P.-1528(__)-____ A by-law to amend By-law No. C.P.-1528-486, as amended, entitled “A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hamilton Road Business Improvement Area”. (2.3c/12/PEC) | 390 |
| 13.18 | Bill No. 229 By-law No. C.P.-1519(_)-____ A by-law to amend By-law No. C.P.-1519-490, as amended, entitled “A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hyde Park Business Improvement Area”. (2.3d/12/PEC) | 393 |
| 13.19 | Bill No. 230 By-law No. CP-1-23_____ A by-law to amend By-law No. CP-1, as amended, entitled “A by-law to provide for the Improvement Area to be known as The Old East Village Business Improvement Area and to Establish a Board of Management”. (2.3e/12/PEC) | 396 |
| 13.20 | Bill No. 231 By-law No. C.P.- ____ - ____ A by-law to exempt from Part-Lot Control, lands located at 1525 Chickadee Trail, described as part of Block 70 Registered Plan 33M-814, and more particularly described as Parts 1 to 12, inclusive, on Plan 33R-21649, in the City of London, County of Middlesex. (2.4/12/PEC) | 399 |
| 13.21 | Bill No. 232 By-law No. CPOL.- ____ - ____ A by-law to enact a new Council policy entitled “Anti-Racism and Anti-Oppression Policy”. (2.5a/14/CSC) | 400 |
| 13.22 | Bill No. 233 By-law No. CPOL.- ____ - ____ A by-law to enact a new Council policy entitled “Municipal Compliance Services”. (2.5a/14/CSC) | 403 |
| 13.23 | Bill No. 234 By-law No. CPOL.- ____ - ____ | 406 |

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| | A by-law to amend By-law CPOL.-38-234, as amended, being “London Community Grants Policy”, by deleting and replacing Schedule “A” (2.1a/19/SPPC) | |
| 13.24 | Bill No. 235 By-law No. S.-5868(_)- A by-law to amend By-law S.-5868-183 entitled “A by-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings”. (2.6f/11/CWC) | 413 |
| 13.25 | Bill No. 236 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road North, south of Sunningdale Road West) (Chief Surveyor – for road widening purposes pursuant to the Vista Wood Phase 3 project) | 414 |
| 13.26 | Bill No. 237 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Evans Boulevard; as part of Karenana Road; and as part of Fairfield Road) (Chief Surveyor – registration of 33M-818 and 33M-831 requires 0.3m Reserves on abutting plans 33M-756 and 33M-818 to be dedicated as public highway for unobstructed legal access through the subdivisions) | 416 |
| 13.27 | Bill No. 238 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Burbrook Place) (Chief Surveyor – transfer of lands for the Rapid Transit project requires 0.305m Reserve on Registered Plan 471(c) to be dedicated as public highway for unobstructed legal access throughout the subdivision) | 418 |
| 13.28 | Bill No. 239 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South, north of Devonshire Avenue) (Chief Surveyor – for road dedication purposes pursuant SPA20-079) | 420 |
| 13.29 | Bill No. 240 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sarnia Road, east of Chapman Court) (Chief Surveyor – for road dedication purposes pursuant to SPA22-027) | 422 |
| 13.30 | Bill No. 241 By-law No. S.- _____ - _____ 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 Millbank Drive) (Chief Surveyor – for road dedication purposes pursuant to SPA22-112) | 424 |
| 13.31 | Bill No. 242 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of North Routledge Park) (Chief Surveyor – for road dedication purposes pursuant to SPA22-023) | 426 |

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|-------|---|-----|
| 13.32 | Bill No. 243 By-law No. S.- _____ - _____ A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Avenue Road. (Chief Surveyor - for road dedication purposes, pursuant to B.055.18) | 428 |
| 13.33 | Bill No. 244 By-law No. S.- _____ - _____ 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, east of Highbury Avenue North) (Chief Surveyor – for road dedication purposes pursuant to SPA19-072) | 430 |
| 13.34 | Bill No. 245 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1474 Kilally Road (3.3/12/PEC) | 432 |
| 13.35 | Bill No. 246 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 165-167 Egerton Street (3.4/12/PEC) | 435 |
| 13.36 | Bill No. 247 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone lands located at 146 Exeter Road (3.5/12/PEC) | 437 |
| 13.37 | Bill No. 248 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1900 & 1902 Trafalgar Street & 159 Clarke Road (3.7a/12/PEC) | 440 |
| 13.38 | Bill No. 249 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 38 Exeter Road (3.8a/12/PEC) | 442 |
| 13.39 | Bill No. 250 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 46 Elmwood Place (3.9a/12/PEC) | 444 |
| 13.40 | Bill No. 251 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 599-601 Richmond Street (3.10/12/PEC) | 446 |
| 13.41 | Bill No. 252 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue (4.2a/12/PEC) | 448 |

14. Adjournment



Council Minutes

12th Meeting of City Council
June 27, 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. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, G. Bridge, M. Butlin, S. Corman, D. Escobar, M. Feldberg, K. Gonyou, R. Hayes, M. Hepditch, A. Hunt, S. Mathers, H. McNeely, R. Morris, G. Mosburger, K. Powell, K. Scherr, M. Schulthess, C. Smith, B. Westlake-Power, J. Yanchula

Remote Attendance: E. Bennett, B. Card, K. Dickins, M. Goldrup, A. Hagan, K. Scott, A. Thompson, B. Warner

The meeting is called to order at 1:00 PM; it being noted that Councillors E. Pelozza and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

At 1:07 PM, Councillor S. Trosow enters the meeting.

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 Personal Matters/Identifiable Individuals

A matter pertaining to personal matters about an identifiable individuals, including communications necessary for that purpose, as it relates to interviews for nomination to the London Police Services Board of Directors. (6.1/17/SPPC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/12/CSC)

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

A matter pertaining to the proposed or pending lease of 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. (6.2/12/CSC)

4.4 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice
A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.3/12/CSC)

4.5 Litigation/Potential Litigation/Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the security of the property of the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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 or local board. (6.4/12/CSC)

4.6 Personal Matters/Identifiable Individual
A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/13/CSC)

4.7 Litigation/Potential Litigation
A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/10/CPSC)

4.8 Solicitor-Client Privilege/Position, Plan, Procedure, Criteria or Instruction for Negotiation Purposes
A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees or the Corporation 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 or local board. (6.1/10/CPSC)

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

Motion Passed (15 to 0)

The Council convenes, In Closed Session, at 1:17 PM, and reconvenes in public session at 1:56 PM.

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

5.1 11th Meeting held on June 6, 2023

Motion made by: P. Cuddy

Seconded by: P. Van Meerbergen

That the Minutes of the 11th Meeting held on June 6, 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. Pelozza, 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 BE RECEIVED and BE REFERRED as noted on the Council Added Agenda:

6.1 Blackfriars Bridge - Long Term Use, excluding item 4.

6.2 221 Queens Avenue

6.3 5 Year Review - Community Improvement Plans and Financial Incentive Programs

6.4 Building Division Staffing Enhancement: A Path to 47,000 Units by 2031

6.5 955 Gainsborough Road

6.6 755, 785 & 815 Wonderland Road South;

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. Lewis
Seconded by: S. Stevenson

That NO ACTION BE TAKEN with respect to communication 6.1, item 4, as noted on the Council Agenda.

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

Nays: (1): A. Hopkins

Motion Passed (14 to 1)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 10th Meeting of the Civic Works Committee

Motion made by: C. Rahman

That the 10th Report of the Civic Works Committee BE APPROVED, excluding items 8 (3.1) and 9 (4.1).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 6th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on May 17th, 2023:

a) that the Municipal Council BE REQUESTED to consider the following actions arising from the Integrated Transportation Community Advisory Committee (ITCAC) review of the Neighbourhood Connectivity Plan Pilot Program:

- i) to amend the Mobility Policy 349 to request that all city streets exempted from this policy be designated for parking on one side of the street only clearly defined exceptions such as cul-de-sacs;
- ii) to direct the Civic Administration to investigate appropriate means to review the future draft of the Neighbourhood Connectivity Plans with ITCAC in advance of consideration by the Civic Works Committee; and
- iii) to commend the Civic Administration for a very thorough and successful process which should now be formalized and applied;

b) clauses 1.1, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 4.1 and 5.2, BE RECEIVED.

it being further noted that the presentation and ~~attached~~ photos, from D. Foster, related to this matter, were received;

Motion Passed

3. (2.2) Contract Award - RFT-2023-083 - Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace- 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 June 13, 2023, related to the Traffic Signal Rebuilds for Wonderland Road South at Village Green Avenue and at Teeple Terrace – Irregular Result (RFT-2023-083):

a) the bid submitted by EARTH (Holdings) Inc., at its tendered price of \$941,478.00 (excluding HST), BE ACCEPTED as per Section 8.5 a) iii) of the Procurement of Goods and Services Policy; it being

noted that the bid submitted by EARTH (Holdings) Inc., was the only compliant bid of two bids received and meets the City's specifications and requirements;

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

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

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT 2023-083); and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-L04IT04)

Motion Passed

4. (2.3) Vauxhall WWTP Pilot Plant - Request to Negotiate and Execute Site Access Agreement (Relates to Bill No. 187)

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 June 13, 2023, related to the Vauxhall Wastewater Treatment Plan Pilot Plant Request to Negotiate and Execute Site Access Agreement:

a) the proposed by-law, as appended the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

- i) authorize the Civic Administration to negotiate the terms of a site access agreement with Pall Water for the purposes of establishing a research test facility at Vauxhall Wastewater Treatment Plant; and,
- ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E07 2023-E03)

Motion Passed

5. (2.4) Appointment of Consulting Engineers for Contract Administration Services - Stormwater Infrastructure and Channel Remediation Projects

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 June 13, 2023, related to the Appointment of Consulting Engineers for Contract Administration Services for the Stormwater Infrastructure and Channel Remediation Projects:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified stormwater infrastructure projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy:
 - i) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Mud Creek Phase 2A Culvert replacement on Oxford Street West in the total amount of \$127,098.00, including contingency (excluding HST);
 - ii) the engineering design fees for AECOM Canada Ltd. BE INCREASED to recognize the additional design scope of work for the project, in accordance with the estimate on file, by \$196,758.61 (excluding HST), from \$746,074.00 to a total upset amount of \$942,832.61;
 - iii) Stantec Consulting Limited BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'A' Project, in the total amount of \$188,054.50, including contingency (excluding HST);
 - iv) the engineering design fees for Stantec Consulting Limited BE INCREASED to recognize the additional design scope of work for the project in accordance with the estimate on file, by \$15,534.00 (excluding HST), from \$301,032.57 to a total upset amount of \$316,566.57; and,
 - v) Matrix Solutions Inc. BE APPOINTED consulting engineers to complete the resident inspection and contract administration of Hyde Park Assignment 'B', in the total amount of \$159,815.03, including contingency (excluding HST);

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

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

- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E01)

Motion Passed

6. (2.5) Funding to Support UTRCA Capital/Maintenance Projects and City Watercourse Monitoring Program

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 June 13, 2023, related to the Funding to Support UTRCA Capital Maintenance Projects and City Watercourse Monitoring Program:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects with the City share in the total amount of \$85,000.00, including contingency (excluding HST); it being noted that the requirements of this provincial funding program are unique, in that only Conservation Authorities can apply,

requiring the use of clause 14.3. (a) of the Procurement of Goods and Service Policy:

- i) Fanshawe Dam – Safety Boom Design;
- ii) Fanshawe Dam – Monitoring Upgrades;
- iii) Fanshawe Dam – Drainage Gallery & Pressure Relief Well Repairs; and,
- iv) West London Dyke – Supplemental Hand Railing Design and Installation.

b) the Upper Thames River Conservation Authority BE APPOINTED to complete the 2023 Dingman Creek Surface Monitoring Program, in accordance with the estimate, on file, at an upset amount of \$243,701.00, including 10% contingency (excluding HST); it being noted that this is a unique program for which the UTRCA offers licences as well as full services to complete this work in accordance with Section 14.4 (d), (e) & (h) 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 the 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; and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E13)

Motion Passed

7. (2.6) Contract Price Increase - Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project

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 June 13, 2023, related to the Contract Price Increase for the Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs Project:

a) Springbank Reservoirs 1 & 3 Roof Membrane Replacement and Repairs (Tender RFT 2022-016) construction contract value with Stone Town Construction Limited BE INCREASED by \$1,499,636.96 for a total contract value of \$10,768,014.71 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

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

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

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-L04/E08)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: C. Rahman

That the Deferred Matters List for the Civic Works Committee, as of May 9, 2023, BE RECEIVED.

Motion Passed

11. (5.2) Community Advisory Committee Vacancies

Motion made by: C. Rahman

That the communication as appended to the Added Agenda, from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, BE RECEIVED. (2023-C04)

Motion Passed

8. (3.1) Blackfriars Bridge - Long Term Use

Motion made by: C. Rahman

That the following actions be taken with respect to the long-term use of the Blackfriars Bridge:

a) the Option 1 – to continue with the current bridge configuration – as outlined in the staff report dated June 13, 2023 BE APPROVED;

b) the above-noted recommendation from the Long Term Use Study BE SUBMITTED to the Director of the Environmental Approvals Branch, Ontario Ministry of Environment, Conservation and Parks, as required by the previous environmental assessment review; and,

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

- T. Loubani
- D. Guccuado
- R. Andary
- L. Durham
- K. Bice
- J. Culbert
- M. Wallace
- J. Harris
- A. Loewan-Nair
- M. Miksa
- J. Necktal
- Q. Flemming
- G. Brown
- A. Lee;

it being noted that the staff presentation from G. Dales, Manager Transportation Planning and Design, as appended to the Agenda, with respect to this matter, was received; and,

it being further noted that the communications, as appended to the Added Agenda, from J. Fyfe-Miller, N. Sproule, H. Tallman and L. Durham, with respect to this matter, were received. (2023-T04)

Yeas: (8): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): Mayor J. Morgan, H. McAlister, S. Trosow, A. Hopkins, S. Franke, E. Pelozo, and D. Ferreira

Motion Passed (8 to 7)

9. (4.1) Core Area Parking Initiatives

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Core Area Parking Initiatives:

a) the Civic Administration BE DIRECTED to bring forward a business case as part of the 2024-2027 Multi-Year Budget that provides funding to undertake a Downtown Parking Strategy Update;

b) the Civic Administration BE DIRECTED to undertake a procurement process to redevelop the parking lot at 185 Queens Avenue for the purposes of a mixed-use development including affordable and market units and a privately owned and operated parking garage that provides both public and reserve parking;

c) the Civic Administration BE DIRECTED to extend the current temporary free parking promotion in the Core Area to the first quarter of 2024;

d) the Civic Administration BE DIRECTED to bring forward a by-law amendment that would allow reserved parking in City parking lots at a bulk discounted monthly rate; and,

e) the above-noted staff report BE RECEIVED. (2023-T02)

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)

8.2 17th Meeting of the Strategic Priorities and Policy Committee

Motion made by: C. Rahman

Seconded by: S. Franke

That pursuant to section 2.3 of the Council Procedure By-law, the rules of the by-law BE SUSPENDED for the purpose of permitting members to speak more than once to this matter.

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

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

Motion Passed (12 to 3)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

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

Absent: (1): D. Ferreira

Motion Passed (14 to 0)

2. (5.1) Consideration of Appointment to the London Police Services Board

At 3:06 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 3:11 PM, His Worship Mayor J. Morgan resumes the Chair.

Election

Consideration of appointment to the London Police Services Board

Michele Anderson (0.00 %):None

Gita Canaran (0.00 %):None

Stephen D Amelio (40.00 %):Mayor J. Morgan, S. Lewis, H. McAlister, S. Trosow, S. Franke, C. Rahman

Ryan Gauss (46.67 %):S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil

Joseph Wabegijig (13.33 %):A. Hopkins, D. Ferreira

Conflict (0): None

Majority Winner: No majority

Election

Consideration of Selection to the London Police Services Board - run off (round 2)

Stephen D'Amelio (50.00 %):Mayor J. Morgan, S. Lewis, S. Hillier, H. McAlister, S. Trosow, S. Franke, C. Rahman

Ryan Gauss (50.00 %):E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, D. Ferreira

Conflict (0): None

Majority Winner: No majority

Election

Consideration of Selection to the London Police Services Board - run off (round 2)

Stephen D'Amelio (42.86 %): Mayor J. Morgan, S. Lewis, H. McAlister, S. Trosow, S. Franke, C. Rahman

Ryan Gauss (57.14 %): S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, D. Ferreira

Conflict (0): None

Majority Winner: Ryan Gauss

Motion made by: S. Lewis

Seconded by: S. Lehman

That Ryan Gauss BE APPOINTED to the London Police Services Board for the term ending November 14, 2026.

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

Nays: (3): H. McAlister, S. Trosow, and S. Franke

Motion Passed (12 to 3)

Motion made by: P. Cuddy

Seconded by: S. Trosow

That the Council recess at this time.

Motion Passed

At 3:58 PM, Councillor C. Rahman leaves the meeting.

The Council recesses at 3:58 PM and resumes at 4:22 PM.

8.3 18th Meeting of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That Items 1 to 10 (3.4) the 18th Report of the Strategic Priorities and Policy Committee BE APPROVED.

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.3) London Economic Development Corporation (LEDC) Activity Report Update 2022

Motion made by: S. Lewis

That the London Economic Development Corporation Activity Update 2022 BE RECEIVED for information.

Motion Passed

3. (2.4) London Community Recovery Network - Update Report 2020-2022

Motion made by: S. Lewis

That, on the recommendation of the City Manager the report dated June 20, 2023, with respect to the London Community Recovery Network – Update Report 2020-2022 BE RECEIVED.

Motion Passed

4. (2.5) London Community Grants Program Innovation and Capital Funding Allocations (2023)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated June 20, 2023, titled “London Community Grants Program Innovation and Capital Funding Allocations (2023)”, BE RECEIVED for information.

Motion Passed

5. (2.6) Anti-Hate Response Pilot Agreement with Ontario Ministry of Citizenship and Multiculturalism (Relates to Bill No. 190)

Motion made by: S. Lewis

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

a) the City of London’s Anti-Hate Response Pilot BE ENDORSED;

b) the proposed by-law as appended to the staff report dated June 20, 2023, as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

i) approve the Ontario Transfer Payment Agreement, ~~attached~~ as Schedule A to the proposed by-law, for the Anti-Hate Pilot Project (“Ontario Transfer Payment Agreement”) between His Majesty the King in Right of Ontario, as represented by the Minister of Citizenship and Multiculturalism and The Corporation of the City of London;

ii) authorize the Mayor and the City Clerk to execute the Ontario Transfer Payment Agreement approved in paragraph i) above;

ii) delegate authority to the City Manager, or their written delegate, to approve and execute further amending agreements to

the Ontario Transfer Payment Agreement if they are consistent with the requirements of the Ontario Transfer Payment Agreement approved in paragraph i) above and do not require additional funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London;

ii) delegate authority to the City Manager, or their written delegate, to undertake all administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of the Funds specified in the Ontario Transfer Payment Agreement that are necessary in connection with the Transfer Payment Agreement approved in paragraph i) above; and,

iii) delegate authority to the City Manager, or their written delegate, to make the necessary inquiries of all internal Service Areas and, if appropriate based on those inquiries, to execute the Attestation as appended to the staff report as Appendix "B" from the City of London regarding compliance with the Ontario Human Rights Code as required by the Province for the purposes of the Transfer Payment Agreement;

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

Motion Passed

6. (2.7) 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on May 29, 2023 BE RECEIVED.

Motion Passed

7. (3.1) London Hydro Inc. - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 191)

Motion made by: S. Lewis

That the following actions be taken with respect to London Hydro Inc.:

a) the proposed by-law as appended to the staff report dated June 20, 2023 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc." BE INTRODUCED at the Municipal Council meeting to be held June 27, 2023;

b) the proposed "Recruitment Process for Director Appointments", as appended to the staff report dated June 20, 2023 as Appendix 'B', BE APPROVED;

c) the presentation by V. Sharma, CEO and C. Graham, Board Chair, London Hydro Inc., BE RECEIVED;

- d) the 2022 Annual Report on Finance BE RECEIVED;
- e) the communication from London Hydro Inc. regarding the Election of Directors BE RECEIVED; and,
- f) London Hydro Inc. BE REQUESTED to bring forward 2 names for consideration for appointment to the August 16, 2023 Strategic Priorities and Policy Committee meeting.

Motion Passed

- 8. (3.2) London and Middlesex Community Housing - 2022 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 192)

Motion made by: S. Lewis

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

- a) on the recommendation of the City Manager, the proposed by-law as appended to the staff report dated June 2023 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023;
- b) the presentation by P. Squire, Chair and P. Chisholm, CEO, London & Middlesex Community Housing BE RECEIVED;
- c) the 2022 Financial Statements BE RECEIVED;
- d) the 2022 Annual Report - Building for the Future BE RECEIVED; and,
- e) the London and Middlesex Community Housing Board of Directors BE REQUESTED to bring forward a tenant's name for consideration to the Strategic Priorities and Policy Committee meeting on September 19, 2023;

it being noted that for the current tenant vacancy on the LMCH Board the City Clerk will circulate to all members of Council all of the applications received at the same time that these are provided to the LMCH Board in accordance with the current Recruitment Process for Director Appointments.

Motion Passed

- 9. (3.3) Housing Development Corporation, London (HDC) - 2022 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: S. Lewis

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

- a) the recommendation of the City Manager, the Independent Auditor's Report of KPMG LLP for the Shareholder of Housing Development Corporation, London, dated December 31, 2022, BE RECEIVED;

- b) the 2022 Financial Statements BE RECEIVED;
- c) the 2022 Year End Report to the Shareholder BE RECEIVED;
and,
- d) the verbal presentation from C. Cooper and added presentation from M. Feldberg, CEO, Housing Development Corporation BE RECEIVED.

Motion Passed

10. (3.4) 2024 Growth Management Implementation Strategy (GMIS) Update

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

a) the 2024 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated June 20, 2023 as Appendix "B"; it being noted that:

- i) Sunningdale SWMF E1 will be rescheduled from 2022 to 2024;
- ii) White Oaks SWMF 3 – West will be rescheduled from 2022 to 2024;
- iii) Stoney Creek SWM 10 will be rescheduled from 2027 to 2028;
- iv) Kilally (A30) Growth Area – Kilally Water (Phase 2, Webster St. to Clarke Rd.) will be rescheduled from 2023 to 2024; and
- v) it being further noted that further review with the development industry will take place to address housing supply opportunities in the Northeast GMIS Area/Kilally Road area;

b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

it being pointed out that the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

- A. Beaton, Urban League;
- J. Dionne, Sifton Properties;
- M. Wallace, London Development Institute;

it being further pointed out that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- a communication dated June 9, 2023 from A. Beaton and S. Levin, Urban League of London;
- a communication dated June 9, 2023 from P. Masschelein, Senior Vice President and J. Diotte, Manager, Engineering, Sifton;
- a communication dated June 19, 2023 from P. Masschelein, Senior Vice President, Sifton.

Motion Passed

11. (4.1) Lower Thames Valley Conservation Authority (LTVCA) and Kettle Creek Conservation Authority (KCCA) - Ministry of Natural Resources and Forestry

Motion made by: S. Lewis

That the following actions be taken with respect to the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority:

- a) the communication dated May 30, 2023 from The Honourable Graydon Smith, Minister of Natural Resources and Forestry BE RECEIVED;
- b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,
- c) Councillors J. Pribil and P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Motion made by: S. Lewis

Motion to approve parts a) and b):

That the following actions be taken with respect to the Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority:

- a) the communication dated May 30, 2023 from The Honourable Graydon Smith, Minister of Natural Resources and Forestry BE RECEIVED;
- b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

Motion made by: S. Lewis

Motion to approve part c)

- c) Councillors J. Pribil and P. Van Meerbergen BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Yeas: (1): D. Ferreira

Nays: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): C. Rahman

Motion Failed (1 to 13)

Motion made by: S. Lewis

Seconded by: S. Trosow

That Councillor J. Pribil BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

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

That part b) of the motion approving the appointment of Councillor H. McAlister to the Lower Thames Valley Conservation Authority for the term ending November 14, 2023 BE RECONSIDERED.

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

Motion made by: S. Lewis

Following the approval of reconsideration, the following motion is put

b) Councillor H. McAlister BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026; and,

Nays: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): C. Rahman, and S. Hillier

Motion Failed (0 to 13)

Motion made by: A. Hopkins
Seconded by: P. Cuddy

That Councillor P. Van Meerbergen BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 14, 2026

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

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

That the Minister of Natural Resources and Forestry BE PETITIONED to provide for the appointment of one citizen for the final vacancy for membership on the Kettle Creek Conservation Authority Board of Directors; it being noted that two Council members are appointed as members of the Board of Directors.

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

Absent: (1): C. Rahman

Motion Passed (14 to 0)

12. (2.1) June Progress Update - Health and Homelessness Whole of Community System Response

At 5:08 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 5:3 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, the June Progress Update – Health & Homelessness Whole of Community System Response report BE RECEIVED for information.

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

Nays: (1): S. Stevenson

Absent: (1): C. Rahman

Motion Passed (13 to 1)

13. (2.2) Core Area Action Plan 2022 Review

At 5:20 PM, Councillor E. Pelozza leaves the meeting.

Motion made by: S. Lewis

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

a) the staff report dated June 20, 2023 entitled “Core Area Action Plan 2022 Review”, including its appendices, BE RECEIVED;

b) one-time funding of \$100,000 in support of the Holly Jolly Market and Downtown for the Holidays events BE APPROVED from the Operating Budget Contingency Reserve; and,

c) a one-time funding increase of \$50,000 to support 2023 Summer, Fall and Winter Core Area events and activations BE APPROVED from the Operating Budget Contingency Reserve;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 18, 2023 from D. Brown, Coordinator, Midtown Community Organization with respect to this matter.

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

Nays: (1): S. Stevenson

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (12 to 1)

8.4 10th Meeting of the Planning and Environment Committee

Motion made by: S. Lehman

That the 10th Report of the Planning and Environment Committee BE APPROVED, excluding items 4 (3.1) and 5 (3.2); it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (13 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) 6th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the 6th Report of the Ecological Community Advisory Committee, from its meeting held on May 18, 2023, BE RECEIVED for information.

Motion Passed

3. (2.2) ESA Lands Asset Plan and Data Management Tool - Contract Award (RFP-2023-018)

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Development, the following actions be taken with respect to the appointment of consulting services for the completion of an Environmentally Significant Area (ESA) Lands Asset Plan and Data Management Tool:

a) North South Environmental Inc. BE APPOINTED project consultants to prepare an Environmentally Significant Area (ESA)

Asset Plan and Data Management Tool, in the total amount of \$179,394.00 (including contingency), excluding HST;

b) the financing for the project BE APPROVED in accordance with the Source of Financing Report appended to the staff report dated June 12, 2023 as Appendix 'A';

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

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

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

Motion Passed

6. (5.1) Deferred Matters

Motion made by: S. Lehman

That the Deferred Matters List for the Planning and Environment Committee, as at May 31, 2023, BE RECEIVED.

Motion Passed

4. (3.1) 221 Queens Avenue (TZ-9598) (Relates to Bill No. 201)

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 Sifton Properties Limited, relating to the property located at 221 Queens Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property by extending the Temporary Use (T-69) Zone for a temporary period of three (3) years, BE REFUSED for the following reasons:

- i) the request is not consistent with the policies of the Provincial Policy Statement, 2020;
- ii) the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
- iii) the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- iv) the request does not implement the recommendations of the Downtown Parking Strategy;

b) the proposed by-law appended to the staff report dated June 12, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-69) Zone for a period not exceeding one (1) year;

it being noted that the purpose of the recommended short-term one (1) year extension of the temporary zone is to allow the applicant

an opportunity to provide a detailed strategy for the subject site in line with the Downtown Plan policies;

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

- A. Haasen, Sifton Properties Limited;

it being further noted that the Municipal Council refuses the three-year extension for this application for the following reasons:

- the request is not consistent with the policies of the Provincial Policy Statement, 2020;
- the request does not conform to the established policies of The London Plan regarding temporary commercial parking lots;
- the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- the request does not implement the recommendations of the Downtown Parking Strategy;

it being further noted that the Municipal Council approves the one-year extension for this application for the following reasons:

- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted, does not encourage long-term redevelopment of the site in support of achieving London's Housing Pledge target of 47,000 units by 2031; and,
- the recommended one (1) year extension is a balanced approach that allows existing users of the surface commercial parking lot to make alternative parking arrangements while encouraging long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement, and The London Plan. The additional year will also provide an opportunity for Civic Administration to collaborate with the landowner to facilitate a strategy that generates new housing units in the Downtown Core and work towards achieving London's Housing Pledge target of 47,000 units;

It being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Motion made by: S. Lewis

Seconded by: S. Stevenson

That the application related to 221 Queens Avenue, BE REFERRED back to the Planning and Environment for additional discussion with the applicant including the incorporation of an enhanced landscaping plan and the consideration of a three (3) year extension for the temporary use.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (3): S. Trosow, S. Franke, and D. Ferreira

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (10 to 3)

5. (3.2) 5 Year Review - Community Improvement Plans and Financial Incentive Programs (Final)

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE FURTHER AMENDED by adding a new part d) xxi):

"xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area"

Motion made by: S. Lehman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentives Programs:

a) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that can be addressed through existing budgets BE IMPLEMENTED:

i) the Civic Administration BE DIRECTED to revise the City of London Community Improvement Plan for Brownfield Incentives to update references to The London Plan, Provincial planning legislation, and Provincial financing tools;

ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;

iii) the Civic Administration BE DIRECTED to remove references to the former 1989 Official Plan and Provincial Policy Statement and to replace them with The London Plan and the 2020 Provincial Policy Statement in all Community Improvement Plans;

iv) that the Upgrade to Building Code Loan Program and the Façade Improvement Loan Program BE AMENDED to modify the repayment schedules to reduce the term length for loan amounts that are equal to or less than \$5,000 from 114 monthly payments to 54 monthly payments instead;

v) the Airport Area Community Improvement Plan (CIP) BE AMENDED to revise the eligibility criteria and requirements for retroactive applications, it being noted the Airport Area CIP requirements are inconsistent compared to other City of London CIPs;

vi) the goals and objectives of the Downtown and Old East Village Community Improvement Plans BE AMENDED to introduce measurable objectives to inform when the CIPs' identified Community Improvement goals have been achieved;

vii) the Heritage Community Improvement Plan, City of London Community Improvement Plan for Brownfield Incentives, and Community Improvement Plan for Industrial Land Uses BE AMENDED to include performance measures, indicators of success, and targets to align with current City policies and Municipal Council Strategic Directions;

viii) the Civic Administration BE DIRECTED to review the effectiveness of the Financial Incentive Programs supporting the City of London Community Improvement Plan for Brownfield Incentives; and,

ix) the Development Charges Grant and the Tax Increment Equivalent Grant Programs in the City of London Community Improvement Plan for Brownfield Incentives BE AMENDED to limit the duration of Municipal Council's commitment, it being noted that

the Program does not define a time limit for holding City funds committed in future budgets;

b) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that result in a funding reduction, or a program being suspended, BE IMPLEMENTED:

i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;

ii) the funding for the Property Tax Assistance Grant Program in the London Community Improvement Plan for Brownfield Incentives BE SUSPENDED in the next Multi-Year Budget pending review of the impact of 2023 changes made to the Provincial Brownfield Financial Tax Incentive Program; and,

iii) that funding for the Wharncliffe Road Corridor Sign Loan Program in the Lambeth Area Community Improvement Plan BE SUSPENDED in the 2024-2027 Multi-Year Budget, it being noted that this program will continue to be approved as part of the Lambeth Area Community Improvement Plan;

c) the recommendation identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that continues existing financial incentive programs with an existing budget BE IMPLEMENTED:

i) that, based on results from the review of the City's current Community Improvement Plans and the associated Incentive Programs, the following Programs, BE CONTINUED, noting that funding for these Programs was set to expire December 31, 2023:

A) Residential Development Charges Grant Programs offered in the Downtown and Old East Village Community Improvement Project Areas;

B) Downtown, Old East Village, and SoHo Rehabilitation and Redevelopment Tax Grant Programs;

C) Downtown, Old East Village, Hamilton Road, and SoHo Upgrade to Building Code Loan Programs;

D) Downtown, Old East Village, and Hamilton Road Upgrade to Building Code Loan Programs, including existing provisions for forgivable loans;

E) Downtown, Hamilton Road, Old East Village, Lambeth and SoHo Façade Improvement Loan Programs;

F) Downtown and Old East Village Façade Improvement Loan Programs, including existing provisions for forgivable loans; and,

G) City-wide Industrial Development Charge Program that continues to distinguish between targeted and non-targeted industrial uses;

d) the Civic Administration BE DIRECTED to submit business cases for all recommendations requiring additional investment through the 2024-2027 Multi-Year Budget process:

Enhancing an Existing Financial Incentive Program

i) the Core Area Community Improvement Plan BE AMENDED to make available to properties facing Dundas Street in the Midtown Area, the Façade Improvement Loan, Upgrade to Building Code Loan, and the Rehabilitation and Redevelopment Tax Grant Programs;

ii) the Civic Administration BE DIRECTED to investigate the feasibility of funding the Upgrade to Building Code Loan, the Façade Improvement Loan, and the Rehabilitation and Redevelopment Tax Grant Programs approved in 2021 for the

Argyle Core Area CIP, including consideration of a forgivable loan component for properties facing Dundas Street between Clarke Road and Hale Street;

- iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;
- iv) the Civic Administration BE DIRECTED to review the feasibility of including a Safety Audit Grant Program in the Hamilton Road Area and Argyle Core Area Community Improvement Plans;
- v) the Civic Administration BE DIRECTED to report back to Municipal Council with recommendations for eligible property security improvements under the Core Area Safety Audit Grant Program to supplement recommended improvements from safety audits which also consider community visual impact;
- vi) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Rehabilitation and Redevelopment Tax Grant Program offered in the Downtown and Old East Village Community Improvement Plans to increase the grant value for Level 2 properties to promote occupancy in above ground floors;
- vii) the Civic Administration BE DIRECTED to investigate improving the functionality of the existing Additional Residential Unit Loan Program to encourage the construction of Additional Residential Units in alignment with the multi-year budget process;

Creating a New Financial Incentive Program or Community Improvement Plan

- viii) that, following Council's adoption of the 2024-2027 Multi-Year Budget setting funding for Financial Incentive Programs in existing Community Improvement Plan, Civic Administration TO REPORT BACK on the policy and financial impacts of introducing a new Community Improvement Plan for the Hyde Park Hamlet on Gainsborough Road;
- ix) the Heritage Community Improvement Plan BE AMENDED to add a new Heritage Grant Program to incentivize the rehabilitation of Heritage properties up to \$5,000 capped at 50% of completed eligible improvements;
- x) the Civic Administration BE DIRECTED to investigate the feasibility of adding energy upgrades and climate change adaptation measures into London's Community Improvement Plans;
- xi) the Civic Administration BE DIRECTED to review the Affordable Housing Community Improvement Plan and report back to Municipal Council on how to improve the Plan to incentivize affordable housing developments;
- xii) the Civic Administration BE DIRECTED to prepare new Community Improvement Plans and programs to support low-cost housing within primary transit areas;
- xiii) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new grant program in the Downtown, Old East Village, SoHo, Argyle Core Area, Lambeth, and Hamilton Road Area Community Improvement Plans for funding 100% of eligible interior and exterior building improvements undertaken by business tenants, up to a maximum of \$5,000;
- xiv) the Civic Administration BE DIRECTED to investigate the feasibility of a new community improvement financial incentive program to support conversion of vacant commercial buildings with a low potential for continued commercial use to residential units in alignment with the multi-year budget process;

- xv) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new community improvement financial incentive program to support attainable housing within primary transit areas in alignment with the multi-year budget process; and,
- xvi) the Civic Administration BE DIRECTED to review the Core Area Community Improvement Plan to consider amendments addressing property acquisition options and financial incentive programs aimed at identifying and encouraging commercial occupancy options identified through the Core Area Land and Building Vacancy Reduction Strategy;
Boundary Changes to a Community Improvement Project Area
- xvii) the Civic Administration BE DIRECTED to investigate the feasibility of consolidating the Core Area, Downtown, and Old East Village Community Improvement Plans, it being noted that the Core Area comprises of three distinct areas: Downtown, Midtown, and Old East Village;
- xviii) the Old East Village Community Improvement Plan Project Area BE AMENDED to include the properties located at 425 Rectory Street, 419 Rectory Street, 417 Rectory Street, 415 Rectory Street, 800 King Street, 796 King Street, 794 King Street, 790 King Street, 786 King Street, 784 King Street, 774 King Street, 768 King Street, 764 King Street, 762 King Street, 758 King Street, 754 King Street, 748 King Street, 376 Hewitt Street, 378 Hewitt Street, 380 Hewitt Street, 382 Hewitt Street, 386 Hewitt Street, and 390 Hewitt Street; and,
- xix) the Hamilton Road Community Improvement Plan Project Area BE AMENDED to include the property located at 512 Horton Street East; and,
- xx) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;

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

- a communication dated June 5, 2023 from K. Duever, VP, Public Affairs, London Chamber of Commerce; and,
- the revised staff report;
- the staff presentation;
- a communication dated June 12, 2023 from Councillor S. Franke;
- a communication dated June 8, 2023 from B. Maly, Downtown London Executive Director and S. . Collyer, LDBA Board Chair;
- a communication dated June 8, 2023 from A. McClenaghan, Chair, Mainstreet London; and,
- a communication dated June 9 2023 from S. Levin;

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

- S. Levin;
- M. Wallace, London Development Institute;
- D. Bellrose;
- B. Maly, Executive Director, Downtown London Business Improvement Area;
- K. Duever, London Chamber of Commerce;
- J. Ryan, Indwell;
- Sister J. Atkinson, Sister of St. Joseph and Vision SoHo Alliance Group;

- J. Pastorius, Old East Village Business Improvement Area; and,
- J. A. John, Partner Housing.

Motion made by: S. Franke

Seconded by: Mayor J. Morgan

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE AMENDED by adding a new part e), as follows:

“e) that the Civic Administration BE DIRECTED to review existing (and consider in future) housing-related CIPs opportunities to include and incentivize the creation of affordable housing units, and report back no later than Q2 of 2024, including but not limited to:

- i) the introduction of mandatory minimums to access CIP funds; and
- ii) options to include affordable housing units in existing buildings;

it being noted that changes to provincial legislation on affordable housing necessitates a review of the existing financial incentive programs;”

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (13 to 0)

Motion made by: S. Lehman

Seconded by: A. Hopkins

That the motion, as amended, BE APPROVED.

Motion made by: D. Ferreira

Seconded by: S. Lewis

That Item 5 (clause 3.2) of the 10th Report of the Planning and Environment Committee BE FURTHER AMENDED by adding a new part d) xxi):

"xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area"

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (13 to 0)

Motion made by: S. Lehman

Seconded by: H. McAlister

That the motion as further amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (13 to 0)

Item 5, clause 3.2, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the evaluation of Community Improvement Plan and Financial Incentives Programs:

a) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that can be addressed through existing budgets BE IMPLEMENTED:

i) the Civic Administration BE DIRECTED to revise the City of London Community Improvement Plan for Brownfield Incentives to update references to The London Plan, Provincial planning legislation, and Provincial financing tools;

ii) the Community Improvement Plan for Industrial Land Uses BE AMENDED to remove 'businesses that develop computer software or hardware for license or sale to end users that are on land zoned for industrial uses' and to remove 'enhanced transportation and logistics', it being noted that 'enhanced transportation and logistics' is not defined as targeted in Schedule 3 of the Community Improvement Plan;

iii) the Civic Administration BE DIRECTED to remove references to the former 1989 Official Plan and Provincial Policy Statement and to replace them with The London Plan and the 2020 Provincial Policy Statement in all Community Improvement Plans;

iv) that the Upgrade to Building Code Loan Program and the Façade Improvement Loan Program BE AMENDED to modify the repayment schedules to reduce the term length for loan amounts that are equal to or less than \$5,000 from 114 monthly payments to 54 monthly payments instead;

v) the Airport Area Community Improvement Plan (CIP) BE AMENDED to revise the eligibility criteria and requirements for retroactive applications, it being noted the Airport Area CIP requirements are inconsistent compared to other City of London CIPs;

vi) the goals and objectives of the Downtown and Old East Village Community Improvement Plans BE AMENDED to introduce measurable objectives to inform when the CIPs' identified Community Improvement goals have been achieved;

vii) the Heritage Community Improvement Plan, City of London Community Improvement Plan for Brownfield Incentives, and Community Improvement Plan for Industrial Land Uses BE AMENDED to include performance measures, indicators of success, and targets to align with current City policies and Municipal Council Strategic Directions;

viii) the Civic Administration BE DIRECTED to review the effectiveness of the Financial Incentive Programs supporting the City of London Community Improvement Plan for Brownfield Incentives; and,

ix) the Development Charges Grant and the Tax Increment Equivalent Grant Programs in the City of London Community Improvement Plan for Brownfield Incentives BE AMENDED to limit

the duration of Municipal Council's commitment, it being noted that the Program does not define a time limit for holding City funds committed in future budgets;

b) the recommendations identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that result in a funding reduction, or a program being suspended, BE IMPLEMENTED:

- i) the Industrial Land Corridor Enhancement Grant Program BE DELETED from the Community Improvement Plan for Industrial Land Uses;
- ii) the funding for the Property Tax Assistance Grant Program in the London Community Improvement Plan for Brownfield Incentives BE SUSPENDED in the next Multi-Year Budget pending review of the impact of 2023 changes made to the Provincial Brownfield Financial Tax Incentive Program; and,
- iii) that funding for the Wharncliffe Road Corridor Sign Loan Program in the Lambeth Area Community Improvement Plan BE SUSPENDED in the 2024-2027 Multi-Year Budget, it being noted that this program will continue to be approved as part of the Lambeth Area Community Improvement Plan;

c) the recommendation identified through the 5-Year Community Improvement Plans and Financial Incentives Programs Review that continues existing financial incentive programs with an existing budget BE IMPLEMENTED:

i) that, based on results from the review of the City's current Community Improvement Plans and the associated Incentive Programs, the following Programs, BE CONTINUED, noting that funding for these Programs was set to expire December 31, 2023:

- A) Residential Development Charges Grant Programs offered in the Downtown and Old East Village Community Improvement Project Areas;
- B) Downtown, Old East Village, and SoHo Rehabilitation and Redevelopment Tax Grant Programs;
- C) Downtown, Old East Village, Hamilton Road, and SoHo Upgrade to Building Code Loan Programs;
- D) Downtown, Old East Village, and Hamilton Road Upgrade to Building Code Loan Programs, including existing provisions for forgivable loans;
- E) Downtown, Hamilton Road, Old East Village, Lambeth and SoHo Façade Improvement Loan Programs;
- F) Downtown and Old East Village Façade Improvement Loan Programs, including existing provisions for forgivable loans; and,
- G) City-wide Industrial Development Charge Program that continues to distinguish between targeted and non-targeted industrial uses;

d) the Civic Administration BE DIRECTED to submit business cases for all recommendations requiring additional investment through the 2024-2027 Multi-Year Budget process:

Enhancing an Existing Financial Incentive Program

i) the Core Area Community Improvement Plan BE AMENDED to make available to properties facing Dundas Street in the Midtown Area, the Façade Improvement Loan, Upgrade to Building Code Loan, and the Rehabilitation and Redevelopment Tax Grant Programs;

- ii) the Civic Administration BE DIRECTED to investigate the feasibility of funding the Upgrade to Building Code Loan, the Façade Improvement Loan, and the Rehabilitation and Redevelopment Tax Grant Programs approved in 2021 for the Argyle Core Area CIP, including consideration of a forgivable loan component for properties facing Dundas Street between Clarke Road and Hale Street;
- iii) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Upgrade to Building Code Loan Program offered in the Downtown and Old East Village Community Improvement Project Plans to increase the amount of the forgivable portion from 12.5% to 75% for residential units created in building levels above the ground floor and from 12.5% to 50% for commercial units created in building levels above the ground floor;
- iv) the Civic Administration BE DIRECTED to review the feasibility of including a Safety Audit Grant Program in the Hamilton Road Area and Argyle Core Area Community Improvement Plans;
- v) the Civic Administration BE DIRECTED to report back to Municipal Council with recommendations for eligible property security improvements under the Core Area Safety Audit Grant Program to supplement recommended improvements from safety audits which also consider community visual impact;
- vi) the Civic Administration BE DIRECTED to investigate the feasibility of amending the Rehabilitation and Redevelopment Tax Grant Program offered in the Downtown and Old East Village Community Improvement Plans to increase the grant value for Level 2 properties to promote occupancy in above ground floors;
- vii) the Civic Administration BE DIRECTED to investigate improving the functionality of the existing Additional Residential Unit Loan Program to encourage the construction of Additional Residential Units in alignment with the multi-year budget process;

Creating a New Financial Incentive Program or Community Improvement Plan

- viii) that, following Council's adoption of the 2024-2027 Multi-Year Budget setting funding for Financial Incentive Programs in existing Community Improvement Plan, Civic Administration TO REPORT BACK on the policy and financial impacts of introducing a new Community Improvement Plan for the Hyde Park Hamlet on Gainsborough Road;
- ix) the Heritage Community Improvement Plan BE AMENDED to add a new Heritage Grant Program to incentivize the rehabilitation of Heritage properties up to \$5,000 capped at 50% of completed eligible improvements;
- x) the Civic Administration BE DIRECTED to investigate the feasibility of adding energy upgrades and climate change adaptation measures into London's Community Improvement Plans;
- xi) the Civic Administration BE DIRECTED to review the Affordable Housing Community Improvement Plan and report back to Municipal Council on how to improve the Plan to incentivize affordable housing developments;
- xii) the Civic Administration BE DIRECTED to prepare new Community Improvement Plans and programs to support low-cost housing within primary transit areas;
- xiii) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new grant program in the Downtown, Old East Village, SoHo, Argyle Core Area, Lambeth, and Hamilton Road Area Community Improvement Plans for funding 100% of eligible interior and exterior building improvements undertaken by business tenants, up to a maximum of \$5,000;

- xiv) the Civic Administration BE DIRECTED to investigate the feasibility of a new community improvement financial incentive program to support conversion of vacant commercial buildings with a low potential for continued commercial use to residential units in alignment with the multi-year budget process;
- xv) the Civic Administration BE DIRECTED to investigate the feasibility of introducing a new community improvement financial incentive program to support attainable housing within primary transit areas in alignment with the multi-year budget process; and,
- xvi) the Civic Administration BE DIRECTED to review the Core Area Community Improvement Plan to consider amendments addressing property acquisition options and financial incentive programs aimed at identifying and encouraging commercial occupancy options identified through the Core Area Land and Building Vacancy Reduction Strategy;

Boundary Changes to a Community Improvement Project Area

- xvii) the Civic Administration BE DIRECTED to investigate the feasibility of consolidating the Core Area, Downtown, and Old East Village Community Improvement Plans, it being noted that the Core Area comprises of three distinct areas: Downtown, Midtown, and Old East Village;
- xviii) the Old East Village Community Improvement Plan Project Area BE AMENDED to include the properties located at 425 Rectory Street, 419 Rectory Street, 417 Rectory Street, 415 Rectory Street, 800 King Street, 796 King Street, 794 King Street, 790 King Street, 786 King Street, 784 King Street, 774 King Street, 768 King Street, 764 King Street, 762 King Street, 758 King Street, 754 King Street, 748 King Street, 376 Hewitt Street, 378 Hewitt Street, 380 Hewitt Street, 382 Hewitt Street, 386 Hewitt Street, and 390 Hewitt Street; and,
- xix) the Hamilton Road Community Improvement Plan Project Area BE AMENDED to include the property located at 512 Horton Street East; and,
- xx) the comments and communications received as part of the associated public participation meeting relating to affordable housing BE FORWARDED to the appropriate external reference group(s) for consideration;
- xxi) that 206 Piccadilly be added to the Downtown Community Improvement Plan Project Area

e) that the Civic Administration BE DIRECTED to review existing (and consider in future) housing-related CIPs opportunities to include and incentivize the creation of affordable housing units, and report back no later than Q2 of 2024, including but not limited to:

- i) the introduction of mandatory minimums to access CIP funds; and
- ii) options to include affordable housing units in existing buildings;

it being noted that changes to provincial legislation on affordable housing necessitates a review of the existing financial incentive programs;

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

- a communication dated June 5, 2023 from K. Duever, VP, Public Affairs, London Chamber of Commerce; and,
- the revised staff report;

- the staff presentation;
- a communication dated June 12, 2023 from Councillor S. Franke;
- a communication dated June 8, 2023 from B. Maly, Downtown London Executive Director and S. Collyer, LDBA Board Chair;
- a communication dated June 8, 2023 from A. McClenaghan, Chair, Mainstreet London; and,
- a communication dated June 9 2023 from S. Levin;

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

- S. Levin;
- M. Wallace, London Development Institute;
- D. Bellrose;
- B. Maly, Executive Director, Downtown London Business Improvement Area;
- K. Duever, London Chamber of Commerce;
- J. Ryan, Indwell;
- Sister J. Atkinson, Sister of St. Joseph and Vision SoHo Alliance Group;
- J. Pastorius, Old East Village Business Improvement Area; and,
- J. A. John, Partner Housing.

8.5 11th Meeting of the Planning and Environment Committee

Motion made by: S. Lehman

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding items 6 (2.3), 7 (3.1) and 10 (3.4);

it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 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) ReThink Zoning Progress Update

Motion made by: S. Lehman

That the staff report dated June 19, 2023 entitled "ReThink Zoning - progress update" BE RECEIVED for information. (2023-D14)

Motion Passed

3. (2.2) Request for Heritage Designation - 81 Wilson Avenue

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the request for designation of the property located at 81 Wilson Avenue:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons appended to the staff report dated June 19, 2023 as Appendix E; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 81 Wilson Avenue to be of cultural heritage value or interest for the reasons outlined in Appendix E appended to the staff report dated June 19, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

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

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal. (2023-R01)

Motion Passed

4. (2.4) Heritage Alteration Permit - 1 Cathcart Street and 115 Bruce Street - Wortley Village-Old South Heritage Conservation District (HAP23-036-L)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the existing heritage house on the subject property located at 1 Cathcart Street and 115 Bruce Street, and to also construct two, new 2-storey houses on the subject property (specifically on Lot 1 – Bruce Street and Lot 3 – Cathcart Street as appended to the staff report dated June 19, 2023 as Appendix C) within the Wortley Village-Old South Heritage Conservation District BE PERMITTED as described in the staff report dated June 19, 2023 and as shown the aforementioned staff report as Appendix C, subject to the following terms and conditions:

- i) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit;
- ii) detached, single garages proposed on Lot 1 – Bruce Street and on Lot 3 – Cathcart Street to be clad with a painted wood siding or fiber cement board with a smooth finish, in a colour to match the brick of the respective houses; and,
- iii) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2023-R01)

Motion Passed

5. (2.5) Building Division Staffing Enhancements: A Path to 47,000 Units by 2031

Motion made by: S. Lehman

That the staff report dated June 19, 2023 entitled "Building Division Staffing Enhancements: A Path to 47,000 Units by 2031" with respect to staffing enhancements for the Building Division to accommodate the requirements of Bill 23 (More Homes Built Faster Act, 2022) related to the creation of 47,000 residential units by 2031, BE RECEIVED for information. (2023-H05)

Motion Passed

8. (3.2) 1176, 1180, 1182 and 1186 Huron Street and 294 Briarhill Avenue Official Plan and Zoning By-law Amendment (OZ-9596) (Relates to Bill No.'s 195 and 203)

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 2864876 Ontario Inc., relating to the properties located at 1176, 1180, 1182 and 1186 Huron Street & 294 Briarhill Avenue:

a) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policies Areas – of the Official Plan;

b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 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 (R1-6) Zone TO a Holding Residential R9 Special Provision (h-18*R9-7()*H27) Zone;

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

i) provision of adequate outdoor amenity space;

ii) differentiate the main building entrance from ground floor units;

iii) no portions of the building or landscaping features (i.e.: planting boxes or privacy screens) are permitted to encroach into the City right-of-way;

iv) consent to remove any boundary trees is required prior to final Site Plan Approval; and,

v) at the time of Site Plan Approval, the building design is to be similar to that which was considered at the time of the Official Plan/Zoning By-law Amendment application;

c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the recommended by-law;

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

- the project fact sheet;

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

- M. Davis, Siv-ik Planning and Design;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, 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, the Neighbourhoods Place Type policies, the Zoning to the Upper Maximum policies, and the Evaluation Criteria for Planning and Development Applications policies;
- the recommended amendment would permit development at a transitional scale and intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of an underutilized site within the Built-Area Boundary and Primary Transit Area with an appropriate form of development. (2023-D04)

Motion Passed

9. (3.3) 954 Gainsborough Road - Draft Plan of Subdivision and Zoning By-law Amendment (OZ-9502) (Relates to Bill No. 204)

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 Royal Premier Homes, relating to the property located at 954 Gainsborough Road:

- a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM an Urban Reserve (UR3), Holding Urban Reserve (h-2*UR3) and Open Space (OS5) Zone TO a Residential R4 Special Provision (R4-5(_)) Zone, Residential R5 (R5-5) Zone and a Residential R9 Special Provision Zone (R9-7(_), BE REFUSED for the following reason:
- i) the Application did not include Holding Provisions, a number of holding provisions are considered necessary to address a range of planning and servicing issues associated with the proposed development.
- b) the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 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 Urban Reserve (UR3), Holding Urban Reserve (h-2*UR3) and Open Space (OS5) Zone TO a Holding Residential Special Provision R4 (h*h-100*R4-5(_)) Zone, Holding Residential R5 (h*h-

100*R5-5) Zone and a Holding Residential R9 Special Provision Zone (h*h-100*R9-7(_)); and,

c) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 954 Gainsborough Road:

- i) enquiring if a Transportation Impact Assessment has been completed;
- ii) enquiring if a Shadow Study has been completed;
- iii) enquiring about the amount of green space and community space as the area feels enclosed;
- iv) enquiring about the proximity of the proposed building to the fence of a neighbouring property in terms of privacy and open space as they will have a big wall built close to them; and,
- v) privacy concerns;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by Royal Premier Homes. (File No. 39T-22501), prepared by ENG PLUS (Project No. 20.221), certified by Jake Surgenor O.L.S., dated April 13, 2022, as red-line revised, which shows a total of three (3) medium density blocks and five road allowance blocks served by one Neighbourhood Street (Sophia Crescent) and one Neighbourhood Connector (Coronation Drive), SUBJECT TO the conditions appended to the staff report dated June 19, 2023 as Appendix "B";

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

- a communication from M. Al Ashkar;

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

- K. Crowley, Zelinka Priamo Ltd.;
- B. Chohan;
- F. Briceno;
- D. Pencilo; and,
- T. Raphael;

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

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement;
- the recommended zoning conforms to the in-force policies of The London Plan, including, but not limited to, the Shopping Area Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;
- the proposed and recommended amendments are consistent with the Provincial Policy Statement 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan; and,
- the recommended draft plan supports a broad range of low and

medium density residential development opportunities within the site including more intensive, mid-rise apartments along Gainsborough Road. The Draft Plan has been designed to support these uses and to achieve a visually pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community. (2023-D12)

Motion Passed

11. (5.1) 7th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That, the following actions be taken with respect to the 7th Report of the Community Advisory Committee on Planning, from its meeting held on June 14, 2023:

a) the communication, from B. Boughner, London Majors Alumni Association, as appended to the June 14, 2023 Community Advisory Committee on Planning Agenda, BE REFERRED to the Culture Office in order for additional consideration in conjunction with the Education Sub-committee and a report back to a future meeting of the Community Advisory Committee on Planning for further discussion; it being noted that a verbal delegation from B. Boughner, with respect this matter, was received;

b) the appointments of S. Ashman and J. Wabegijig BE RESCINDED from the Community Advisory Committee on Planning due to lack of attendance and,

c) clauses 1.1, 1.2, 3.1 to 3.4, inclusive, 4.1 and 4.2, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6 BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal presentation from S. Bergman, Chair, Community Advisory Committee on Planning, with respect to these matters.

Motion Passed

6. (2.3) Request for Heritage Designation - 599-601 Richmond Street

Motion made by: S. Lehman

That notwithstanding the recommendation of the Director, Planning and Development, the staff report dated June 19, 2023 entitled "Designation of the Property at 599-601 Richmond street pursuant to Part IV, Ontario Heritage Act, Ward 13" BE RECEIVED for information. (2023-R01)

Yeas: (8): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Nays: (5): S. Trosow, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (8 to 5)

Motion made by: D. Ferreira

Seconded by: S. Trosow

That notwithstanding the Council Procedure By-law, Councillor A. Hopkins BE PERMITTED to speak twice with respect to this matter.

Yeas: (8): Mayor J. Morgan, H. McAlister, J. Pribil, S. Trosow, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (5): S. Lewis, P. Cuddy, S. Stevenson, S. Lehman, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (8 to 5)

7. (3.1) 568 Second Street Zoning By-law Amendment (Z-9522)
(Relates to Bill No. 202)

Motion made by: S. Lehman

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Parkit Enterprises relating to the property located at 568 Second Street:

- a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 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 lands FROM a Light Industrial (LI1) Zone TO a Holding Residential R9 Special Provision (h*R9-7(_)*H41) Zone AND a Holding Residential R9 Special Provision/Temporary (h*R9-7(_)*H41/T- _) Zone,
- b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for seven (7) affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) any required amenity space be constructed as part of Phase 1 of the project;
 - ii) limit parking between the buildings and Second Street to one row of parking spaces on the subject site;
 - iii) provide direct and convenient walkway access from the main building entrances to the public sidewalk;
 - iv) ensure pedestrian connections are included throughout the site to provide for safe, direct and convenient pedestrian connectivity between sidewalks, building entrances and parking and amenity areas;
 - v) consolidate long-term indoor bicycle storage on the ground floor;
 - vi) consider the feasibility of providing access to the rear of the neighbouring property;
 - vii) consider moving the garbage area away from the centralized outdoor amenity area; and,
 - viii) provide all-season landscaping within and surrounding parking areas to screen parking from the public streets as much as possible;

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

- the staff presentation; and,
- the applicant's presentation;

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

- D. Hannam, Zelinka Priamo Ltd.; and,
- J. Flynn, MTE;

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

- the recommended alternative Zoning By-law amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended alternative Zoning By-law amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, the Rapid Transit Corridor Place Type, and the Zoning to the Upper Maximum policies contained in Our Tools part of the Plan; and,
- the recommended alternative Zoning By-law amendment facilitates the development of an underutilized site within the Built-Area Boundary with an appropriate form of infill development and the interim temporary use of the land until servicing capacity can be confirmed. (2023-D04)

Motion made by: S. Lehman

Seconded by: P. Cuddy

That Item 7 (3.1) BE AMENDED to read as follows:

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Parkit Enterprises relating to the property located at 568 Second Street:

- a) the revised, ~~attached~~, proposed by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 27, 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 lands FROM a Light Industrial (LI1) Zone TO a Holding Residential R9 Special Provision (h*R9-7()*H41) Zone AND a Holding Residential R9 Special Provision/Temporary (h*R9-7()*H41/T-) Zone,
- b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for seven (7) affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable house options;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) any required amenity space be constructed as part of Phase 1 of the project;
 - ii) limit parking between the buildings and Second Street to one row of parking spaces on the subject site;
 - iii) provide direct and convenient walkway access from the main building entrances to the public sidewalk;
 - iv) ensure pedestrian connections are included throughout the

site to provide for safe, direct and convenient pedestrian connectivity between sidewalks, building entrances and parking and amenity areas;

v) consolidate long-term indoor bicycle storage on the ground floor;

vi) consider the feasibility of providing access to the rear of the neighbouring property;

vii) consider moving the garbage area away from the centralized outdoor amenity area; and,

viii) provide all-season landscaping within and surrounding parking areas to screen parking from the public streets as much as possible;

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

- the staff presentation; and,
- the applicant's presentation;

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

- D. Hannam, Zelinka Priamo Ltd.; and,
- J. Flynn, MTE;

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

- the recommended alternative Zoning By-law amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended alternative Zoning By-law amendment conforms to the policies of The London Plan, including but not limited to the Key Directions, the Rapid Transit Corridor Place Type, and the Zoning to the Upper Maximum policies contained in Our Tools part of the Plan; and,
- the recommended alternative Zoning By-law amendment facilitates the development of an underutilized site within the Built-Area Boundary with an appropriate form of infill development and the interim temporary use of the land until servicing capacity can be confirmed.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

Motion made by: S. Lehman

Seconded by: D. Ferreira

Item 7 clause 3.1, as amended, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

10. (3.4) 755, 785 & 815 Wonderland Road South (OZ-9565)

Motion made by: S. Lehman

of the request to amend the Official Plan for the City of London, 2016, to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 16 storeys, and to permit an increased amount of office gross floor area of 30,000 square metres, for the following reasons:

- i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

- A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;
- B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
- C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;
- D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
- E) the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

- iii) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,
- iv) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

b) Municipal Council supports refusal of the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Regional Shopping Area Special Provision (RSA2(3)) Zone TO a Residential R5 (R5-7) Zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H25*D120) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H40*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H48*D200) zone; Restricted Service Commercial Special Provision/Residential R9 Special Provision (RSC2(_)/R9-7(_)*H55*D200) zone, for the following reasons:

- i) the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- ii) the increased height and office space does not conform to the policies of The London Plan, including but not limited to:

- A) the Key Directions that ensure new development is a good fit within existing neighbourhoods;
- B) the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
- C) the design criteria contained in the City Design chapter for site layout and high-rise buildings;
- D) the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
- E) the Shopping Area Place Type policies to complete a master

plan on large commercial infill development sites;

F) the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City; and,

G) the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

c) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "A" at the Municipal Council meeting to be held on June 27, 2023 to amend The Official Plan, The London Plan to ADD a Specific Area Policy in the Shopping Area Place Type applicable to the subject lands to permit a maximum building height of 12 storeys along Wonderland Road South and Viscount Road;

d) Municipal Council supports the proposed by-law appended to the staff report dated June 19, 2023 as Appendix "B" at the Municipal Council meeting to be held on June 27, 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 Regional Shopping Area Special Provision (RSA2(3)) Zone TO a holding Residential R5 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R5-7()/RSA2()) Zone; a holding Residential R8 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R8-4()/RSA2() Zone; and a holding R9 Special Provision/Regional Shopping Area Special Provision (h-5*h-54*h-63*h-123*h-149*h-213*h-()*R9-7()*H36/RSA2()) Zone;

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

- the staff presentation;

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

- C. Kulchycki, Zelinka Priamo Ltd.;
- G. Halle;
- T. Frederick;
- E. Slivinski and,
- W. Murray;

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

- the total amount of office space is not consistent with the Provincial Policy Statement, 2020 (PPS) as the level of intensification proposed on the subject site would compete with the downtown and does maintain or enhance its vitality;
- the increased height and office space does not conform to the policies of The London Plan, including but not limited to:
 - the Key Directions that ensure new development is a good fit within existing neighbourhoods.
 - the proposed intensity does not conform to the City Structure Plan and the intensity of office uses;
 - the design criteria contained in the City Design chapter for site layout and high-rise buildings;
 - the Evaluation Criteria for Planning and Development Applications in the Our Tools chapter of The London Plan;
 - the Shopping Area Place Type policies to complete a master plan on large commercial infill development sites;

- the increased amount of office space is significantly over the 2,000 square metres contemplated for a suburban shopping area and undermines the role and future health of the Downtown as the primary office destination in the City;
- the requested amendment does not provide a suitable transition to the existing low density residential neighbourhood and represents an over-intensification of the site;

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

- the recommended amendments are consistent with the Provincial Policy Statement;
 - the recommended amendments conform to the in-force policies of The London Plan, including, but not limited to, the City Structure policies, City Building and Design, Our Tools, and all other applicable The London Plan policies; and,
 - the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands and broaden the use of the site.
- (2023-D04)

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

That Clause 3.4 BE AMENDED by adding the following at the end of the clause:

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

- a) Submission of a noise and vibration study certified by an accredited professional; and,
- b) Submission of a shadow study.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and S. Hillier

Nays: (1): D. Ferreira

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (12 to 1)

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

That item 10, clause 3.4, as amended, BE APPROVED.

motion withdrawn with the consent of council

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

That item 10, clause 3.4, as amended, BE APPROVED.

Yeas: (6): Mayor J. Morgan, S. Trosow, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (7): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Absent: (2): C. Rahman, and E. Pelosa

Motion Failed (6 to 7)

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

That a recess of the Council BE APPROVED at this time.

Motion Passed

The Council recesses at 6:47 PM and reconvenes at 7:18 PM.

8.6 12th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 12th Report of the Corporate Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 186)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Director, Economic Services and Supports, on the advice of the Director, Realty Services, with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the proposed by-law as appended to the staff report dated June 12, 2023 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023 to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under Section 270(1) of the Municipal Act, 2001" by deleting Attachment "B" to Schedule "A" – Sale and other Disposition of Land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City owned serviced industrial land as follows:

The current pricing levels of all City owned industrial parks, established effective September 1, 2023, are as follows:

Innovation Park (Phases 1 to 4) and Huron Industrial Park (all phases):

Lots up to 4.99 acres – price change from \$175,000 per acre to \$225,000 per acre

5.00 acres and up – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

All lot sizes – price change from \$165,000 per acre to \$200,000 per acre

Pricing for serviced industrial land in Innovation Park Phase V

All lot sizes – price change from \$250,000 to \$300,000.00 per acre

Surcharges are as follows:

Highway 401 Exposure – 15%

Veteran's Memorial Parkway Exposure – 5%; and,

b) the staff report dated June 12, 2023 entitled "Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land", BE RECEIVED.

Motion Passed

3. (4.1) Application - Issuance of Proclamation - Terry Fox Week

Motion made by: S. Lewis

That based on the application dated May 19, 2023 from Terry Fox Run London, September 11-18, 2023 BE PROCLAIMED Terry Fox Week.

Motion Passed

4. (4.2) Application - Issuance of Proclamation - Emancipation Month

Motion made by: S. Lewis

That based on the application dated June 2, 2023 from W.E.A.N Community Centre, the month of August 2023 BE PROCLAIMED Emancipation Month.

Motion Passed

5. (4.3) Application - Issuance of Proclamation - Pride London Festival (Pride in London)

Motion made by: S. Lewis

That based on the application dated June 5, 2023 from Pride London Festival, July 13 to 23, 2023 BE PROCLAIMED Pride London Festival (Pride in London).

Motion Passed

6. (2.1) 2023-2027 Strategic Advocacy Framework

Motion made by: S. Lewis

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

a) that the attached, revised, 2023-2027 Strategic Advocacy Framework BE ENDORSED, it being noted that specific notation has been included to specific reference to working with Indigenous organizations and the inclusion of the example of the existing Giwetashkad Indigenous Homelessness Strategy in the Framework document; and,

b) the Civic Administration BE DIRECTED to proceed with implementation of the Strategic Advocacy Framework; it being noted that specific notation was made by the Committee with respect to advocacy regarding the rent control regime and other actions which would be included in the advocacy outcomes identified in the Report.

Motion Passed

7. (2.3) Declare Surplus - City-Owned Property - 652 Elizabeth Street

Motion made by: S. Lewis

That the following actions be taken with respect to a City-owned property municipally known as 652 Elizabeth Street, being Part Lot 11, Concession 1, in the City of London, London Township, being part of PIN 08279-0210, and to be further described in a reference plan to be deposited (the "Subject Property"):

a) the Civic Administration be AUTHORIZED to engage the Department of National Defence (DND) to release a restrictive covenant registered against the property, which limits the available uses with the property and complete any other duties as required by the Civic Administration in relation to the restrictive covenant; and,

b) the declaring surplus the property located at 652 Elizabeth Street and potential associated sale BE DEFERRED to a future meeting the Corporate Services Committee, and upon the completion of part a), above.

Motion Passed

8. (5.1) Councillor Expense Approval Request

Motion made by: S. Lewis

That, notwithstanding current interpretations of the Council Members' Expense Account Policy, the expense request from Councillor S. Lewis for a Canada Day Event advertisement, including contact information, in flyers and an on-stage banner in the amount of \$300.00, BE APPROVED.

Motion Passed

8.7 13th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 13th Report of the Corporate Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

8.8 10th Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 10th Report of the Community and Protective Services Committee BE APPROVED, excluding items 15 (4.3) and 16 (4.4).

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Animal Welfare Community Advisory Committee

Motion made by: D. Ferreira

That the following actions be taken with respect to the 6th Report of the Animal Welfare Community Advisory Committee, from the meeting held on June 1, 2023:

a) the following actions be taken with respect to the ~~attached~~ report from the Animal Welfare Community Advisory Committee Sub-Committee:

i) the above-noted report BE FORWARDED to the Environmental Stewardship and Action Community Advisory Committee (ESACAC); and,

ii) the ESACAC BE REQUESTED to consider the following actions from the above-noted report:

- A) the recommendations;
- B) the proposed language for the brochure;
- C) the image from the Upper Thames River Conservation Authority signage; and,
- D) the example from the Province of Alberta's Don't Let it Loose Campaign;

it being noted that the above-noted report from the Animal Welfare Community Advisory Committee Sub-Committee was received;

- b) clauses 1.1, 3.1, 3.2, 5.1, 5.3 and 5.4 BE RECEIVED.

Motion Passed

- 3. (2.2) London's Newcomer Strategy - Choose London - Innovative, Vibrant and Global

Motion made by: D. Ferreira

That, on the recommendation of the City Manager, the staff report dated June 13, 2023, with respect to London's Newcomer Strategy: Choose London – Innovative, Vibrant and Global, BE RECEIVED. (2023-L08)

Motion Passed

- 4. (2.3) Completion of Downtown Camera Program and Code of Practice Information Report

Motion made by: D. Ferreira

That, on the recommendation of the City Manager, the following actions be taken with respect to the staff report dated June 13, 2023, related to the Completion of the Downtown Camera Program and Code of Practice Information Report:

- a) the information, as appended to the above-noted staff report, with respect to the Civic Administration's approach for the completion of the Downtown Camera Program, BE RECEIVED; and,

- b) the revised London Downtown Closed-Circuit Television (CCTV) Program Code of Practice, as appended to the above-noted staff report, BE APPROVED. (2023-C08/P15A)

Motion Passed

- 5. (2.5) Neighbourhood Decision Making Program Fairness and Equity Review

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated June 13, 2023, with respect to the Neighbourhood Decision Making Program Fairness and Equity Review, BE RECEIVED. (2023-S12)

Motion Passed

6. (2.6) London Fire Department Single Source Traffic Management System Vehicle Monitoring Units

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Traffic Management System Vehicle Monitoring Units:

- 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 Applied Information Inc. of 510-4411 Suwanee Dam Road, Suwanee, Georgia, 30024, USA for pricing for a single source contract for one (1) year with three (3) option years for the provision of vehicle monitoring units to the London Fire Department;
- b) the approval in a), above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with Applied Information Inc. to provide vehicle monitoring units to the London Fire Department; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorizations. (2023-L04)

Motion Passed

7. (2.7) London Fire Department Single Source Request for Fire Apparatus - SS-2023-172

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for Fire Apparatus (SS-2023-172):

- 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 City View Specialty Vehicles, 1213 Lorimar Drive, Mississauga, ON, L5S 1M9, for pricing for a single source contract for one (1) year (2023) with four (4) option years (2024-2027) for the provision of Fire Apparatus to the London Fire Department;
- b) the London Fire Department BE AUTHORIZED to procure four (4) Fire Apparatus: 1 Pumper Rescue, 1 Tanker Pumper, 1 Heavy Rescue, and 1 Decontamination Response Vehicle from City View Specialty Vehicles, for \$7,895,136 (excluding HST), including a contingency for currency exchange rate; and,
- c) the funding for this 2023 procurement BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

8. (2.8) London Fire Department Single Source Request for a Decontamination Pod Report - SS-2023-171

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated June 13, 2023, related to London Fire Department Single Source Request for a Decontamination Pod Report (SS-2023-171):

- a) in accordance with Section 14.4(e) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with Advanced Containment Systems Inc, (ACSI) 8720 Lambright Rd., Houston, TX, 77075, for the purchase of one (1) Decontamination Pod;
- b) the London Fire Department BE AUTHORIZED to procure one (1) Decontamination Pod that will replace the current Decontamination Trailer; it being noted that the Decontamination Pod will be procured from Advanced Containment Systems Inc, for \$362,731 CAD (\$251,168 USD at current exchange rate) (excluding HST), including a contingency for currency exchange rate, and with a minimum 50% downpayment at time of order; and,
- c) the funding for this procurement BE APPROVED as set out in the Source of Finance Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

9. (2.9) Recreation Activity Management System Contract Extension (Relates to Bill No. 189)

Motion made by: D. Ferreira

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 June 13, 2023, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:

- a) approve the terms within the original 2018 PerfectMind Agreement, as appended to the above-noted by-law, between PerfectMind Inc. and The Corporation of the City of London for two additional five-year renewal periods;
- b) approve the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form appended to the above-noted by-law;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Contract Extension Agreement;
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to execute further amending agreements;

e) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, to undertake all administrative acts that are necessary in regard to the above-noted Contract Extension Agreement. (2023-R06/L04)

Motion Passed

10. (2.10) 2019-2023 Multi-Sector Service Accountability Agreement - Dearness Home Adult Day Program and Ontario Health West - Declaration of Compliance – April 1, 2022 – March 31, 2023

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the Deputy City Manager, Social and Health Development BE AUTHORIZED to execute the Declaration of Compliance with respect to compliance with the terms of the 2019-2023 Multi-Sector Service Accountability Agreement Dearness Home Adult Day Program and Ontario Health West for the reporting period of April 1, 2022 to March 31, 2023, as appended to the staff report dated June 13, 2023. (2023-S03)

Motion Passed

11. (2.4) Delegation of Authority for Municipal Contribution Agreements for Affordable Housing (Relates to Bill No. 188)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the following action be taken with respect to the staff report, dated June 13, 2023, related to the Delegation of Authority for Municipal Contribution Agreements for Affordable Housing:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting on June 27, 2023, to:
- i) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an agreement of assignment and assumption related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London;
 - ii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amending agreement related to a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to approve a rent increase for operations in financial difficulty; it being noted that no rent for affordable units in a building to which a Contribution Agreement between an affordable housing provider and The Corporation of the City of London applies shall exceed 80% of Average Market Rent or Median Market Rent for a rental unit, by unit type, as determined by the Canada Mortgage Housing Corporation;
 - iii) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute an amendment to the Contribution Agreement to provide for additional permitted encumbrances, to consent to postponements of the City's security under a Contribution Agreement and to approve and execute priority, standstill and subordination agreements satisfactory to the City Solicitor's Office;

iv) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to add requirements related to the affordable housing units, to add further affordable housing units, to address approved changes to the development schedule, project information form or increases to the equity contribution made by the affordable housing provider;

v) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to amend a Contribution Agreement between an affordable housing provider and The Corporation of the City of London to attaching or detaching a property from/to the Contribution Agreement as long as it is not in the detriment or loss of the total number of affordable units;

b) the Civic Administration BE DIRECTED to report, semi-annually, outlining the actions taken by the Deputy City Manager, Planning and Economic Development, under the delegations under the by-law along with an update on equity retention discussion; it being noted that this report will be included as an appendix to the semi-annual Roadmap 3000 update;

it being noted that the communication, as appended to the Added Agenda, and the verbal delegation, from G. Playford, Devonshire Consulting, with respect to this matter, were received. (2023-S11)

Motion Passed

12. (3.1) Housekeeping Amendments -Administrative Monetary Penalty Systems and Business Licensing By-law (Relates to Bill No.'s 193 and 197)

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated June 13, 2023, related to Housekeeping Amendments to the Administrative Monetary Penalty Systems and Business Licensing By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to repeal and replace Schedules "A-2" through to "A-22" and "A-26" through to "A-27";

b) the revised proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to amend By-law No. L.-131-16, being "A by-law to provide for the Licensing and Regulation of Various Businesses" in order to update processes and definitions, clean up grammar throughout, save and except for amendments to remove the Adult Entertainment Body Rub Parlour location at 609 Clarke Road (formerly operating as Sweet City) for which a public participation meeting be held in the future to provide for public comments for the removal of this location from the by-law; and,

c) the Civic Administration BE DIRECTED to provide a Draft Terms of Reference in the fall of 2023 related to a thorough review of the Business Licensing By-law, which will outline the detail of

public outreach and participation to occur throughout 2024. (2023-C01A)

Motion Passed

13. (4.1) Occupant Noise Enforcement - Partnered Pilot Project Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Occupant Noise Enforcement Partnered Pilot Project:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to continue the partnered Occupant Noise Enforcement program; and,
- c) the Civic Administration BE DIRECTED to bring forward as part of a multi-year budget, a business case that provides funding to continue and improve the intake of the partnered Occupant Noise Enforcement program or other service improvements. (2023-P01)

Motion Passed

14. (4.2) Fireworks By-Law Options Report

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated June 13, 2023, related to Fireworks By-law Options:

- a) the Civic administration BE DIRECTED to hold a public participation meeting at a future of the Community and Protective Services Committee (CPSC) in order to receive comments on proposed changes to the Fireworks By-law PW-11; it being noted that additional direction to the Civic Administration will be provided, following the consideration of comments and submissions at the public participation meeting;
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the CPSC summarizing public comments including the submission of a draft by-law amendment; and,
- c) the requests for delegation, as appended to the Agenda and the Added Agenda, from V.R. Anber and A. Kanji BE DEFERRED to the above-noted future public participation meeting with respect to this matter;
it being noted that the communications, as appended to the Agenda and the Added Agenda, from the following individuals, with respect to this matter, were received:
 - V.R. Anber;
 - A. Kanji;
 - M. Luce;
 - Brandy;
 - D. Ronson and B. Amendola; and,
 - J. Morton and A. Haase. (2023-P01)

Motion Passed

17. (5.1) Deferred Matters List

Motion made by: D. Ferreira

That the Deferred Matters List for the Community and Protective Services Committee, as at May 16, 2023, BE RECEIVED.

Motion Passed

15. (4.3) Encampment Response Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated June 13, 2023, related to the Encampment Response Update:

a) the funding allocation, from the Social Services Reserve Fund, for the total municipal allocation amount of up to \$255,000.00 BE APPROVED to support a portion of the costs of the Phase 1 Encampment Response on a temporary basis as outlined in the above-noted report;

b) a one-time contract amendment of existing agreements, in the total estimated cost of \$100,000, BE AUTHORIZED and BE APPROVED to support London Cares and Canadian Mental Health Association (CMHA);

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement, and;

e) the Deputy City Manager, Social and Health Development, or written designate, BE DELEGATED authority to take all necessary action to implement Phase 1 of the Encampment Response. (2023-F11A)

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

Nays: (1): S. Stevenson

Absent: (2): C. Rahman, and E. Pelosa

Motion Passed (12 to 1)

16. (4.4) Councillor J. Pribil - Winter Response Program

Motion made by: D. Ferreira

That the Civic Administration BE DIRECTED to include a year over year comparison, for the past three years (2020-2021, 2021-2022, 2022-2023), on the number of bed days available/occupied, number of bed nights available/occupied, number of hours service bed facility, number of hours service non-bed facility and total expenses, with the Winter Response Program Outcome Report at the August meeting of the Community and Protective Services Committee. (2023-C04)

Yeas: (12): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): Mayor J. Morgan

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (12 to 1)

8.9 (ADDED) 11th Meeting of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 11th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

1. (ADDED) Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (ADDED) (4.1) Building Safer Communities Fund (BSCF) Multi-Year Contribution

Motion made by: D. Ferreira

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 June 22, 2023, BE INTRODUCED at the Municipal Council meeting to be held on June 27, 2023, to:

a) repeal Schedule "A" to By-law No. A.-8328-35, being "a by-law to approve and authorize the execution of the amended 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" and replace with the new Schedule "A", as appended to the above-noted by-law;

b) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to execute the above-noted Building Safer Communities Fund (BSCF) Contribution Agreement;

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services to approve and execute any future amendments to the above-noted Building Safer Communities Fund (BCFS) Contribution Agreement; and,

d) 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

8.10 2nd Report of the Audit Committee

Motion made by: S. Lewis

That the 2nd Report of the Audit Committee BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): C. Rahman, and E. Pelozza

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (4.1) 2022 Financial Audit

Motion made by: S. Lewis

That, the following actions be taken with respect to the 2022 Financial Audit:

a) the 2022 Financial Report of The Corporation of the City of London BE RECEIVED; it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report as prepared by KPMG for the year ending December 31, 2022, BE RECEIVED; it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

Motion Passed

3. (4.2) 2021 Old East Village Business Improvement Area Board of Management Audited Financial Statements

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the report along with Appendix 'A', as appended to the staff report dated June 14, 2023, entitled Financial Statements of Old East Village Business Improvement Area Board of Management for the year ending December 31, 2021, BE RECEIVED for information.

Motion Passed

4. (4.3) Briefing Note From Internal Auditor - MNP

Motion made by: S. Lewis

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

Motion Passed

5. (4.4) Internal Audit Follow Up Activities Dashboard - MNP

Motion made by: S. Lewis

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

Motion Passed

6. (4.5) Recruitment and Selection Audit - Final Report - MNP

Motion made by: S. Lewis

That the communication dated June 2, 2023 from MNP, entitled Recruitment and Selection Audit - Final Report, BE RECEIVED.

Motion Passed

7. (4.6) PS 3280 - Asset Retirement Obligations (ARO) Audit - MNP

Motion made by: S. Lewis

That the communication dated June 1, 2023 from MNP, entitled PS 3280 - Asset Retirement Obligations (ARO) Audit, Final Report, BE RECEIVED.

Motion Passed

9. Added Reports

9.1 10th Report of Council in Closed Session

At 8:24 PM, Councillor S. Stevenson leaves the meeting.

Motion made by: H. McAlister

1. Partial Property Acquisition – 1080 Dundas Street – East London Link Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 1080 Dundas Street, further described as Part of Lots 1, 2, 3 and 4, Plan 471, in the City of London, being part of PIN 08288-0325, containing an area of approximately 1,513.08 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the East London Link Project, the following actions be taken:

- a) the offer submitted by 1803299 Ontario Inc. (the Vendor), to sell the subject property to the City, for the sum of \$75,650.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”;

- b) the additional sum of \$60,000.00 as full and final payment for the loss of parking spaces located within the subject property BE APPROVED;
- c) the Temporary Easement Agreement over the Easement Lands, for the sum of \$5,000.00 for the purposes described herein and the Vendor is agreeable to providing same BE ACCEPTED, subject to certain terms and conditions as set out in the agreement, and,
- d) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

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

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

Motion Passed (11 to 1)

Motion made by: H. McAlister

2. Commercial Lease – Materials Recovery Facility – 3438 Manning Drive

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, the Lease Agreement Sheet between the City and Miller Waste Systems Inc. attached as Appendix "A", for the lease of approximately 88,358 square feet of Rentable Area, located at 3438 Manning Drive, for a term of ten (10) years commencing July 1, 2023 and ending on June 30, 2033 BE APPROVED, subject to four consecutive renewal options each with a five (5) year term.

3. Execution of Collective Agreement – Unifor Local 302, July 1, 2022 to June 30, 2025

That, on the recommendation of the Director, People Services, with the concurrence of the City Manager, Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2022-2025, appended as Schedule "C" to the staff report dated June 12, 2023, pursuant to Memorandum of Agreement dated September 27, 2022 (Schedule "A"), and the Agreed to Items dated June 21 and 22, 2022 (Schedule "B") between The Corporation of the City of London and Unifor Local 302 (Unifor).

4. Contribution Agreement with Vision SOHO Alliance for the Housing Development Project at the Old Victoria Hospital Lands

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, with the concurrence of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the confidential staff report, dated June 13, 2023, related to a Contribution Agreement with Vision SOHO Alliance for the Housing Development Project at the Old Victoria Hospital Lands:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to negotiate the Contribution Agreement with the Vision SOHO Alliance based on the terms and instructions outlined below:

- i) continue with the approved \$13,876,000 grant given the recent increases in construction costs, mortgage rates and exemptions of Development Charge for non-profit corporations;
 - ii) the contribution period align with those of the Federal and / or Provincial governments;
 - iii) notwithstanding the Roadmap's intent to have units filled from the City's waitlist, staff be directed to work with Vision SOHO and their partner agencies to align their waitlists with the City's to increase the number of affordable units filled by tenants from the City's list(s);
 - iv) require the Tenant Placement Agreement be incorporated into the Contribution Agreement;
 - v) include a rental protocol and occupancy standards for the affordable units; and,
 - vi) include language in the Contribution Agreement that would require an initial report following occupancy and an annual occupancy report, and,
- c) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with a Contribution Agreement suitable to all parties.

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

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

Motion Passed (12 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lewis

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

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

Absent: (3): S. Stevenson, C. Rahman, and E. Peloza

Motion Passed (12 to 0)

Motion made by: D. Ferreira

Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

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

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

Motion Passed (12 to 0)

At 8:38 PM, His Worship Mayor J. Morgan places Councillor S. Lehman in the Chair.

At 8:40 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: S. Lehman

Seconded by: D. Ferreira

That Third Reading and Enactment of Bill No.'s 185 to 204, including the revised Bill No. 202 and excluding Bill No.'s 196 and 201, and the Added Bill No.'s 206 and 208 to 211, BE APPROVED.

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

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

Motion Passed (12 to 0)

Motion made by: D. Ferreira

Seconded by: H. McAlister

That Introduction and First Reading of Added Bill No. 207, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

Motion Passed (11 to 1)

Motion made by: A. Hopkins

Seconded by: D. Ferreira

That Second Reading of Added Bill No. 207, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelozo

Motion Passed (11 to 1)

Motion made by: A. Hopkins

Seconded by: P. Cuddy

That Third Reading and Enactment of Added Bill No. 207, BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Absent: (3): S. Stevenson, C. Rahman, and E. Pelosa

Motion Passed (11 to 1)

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

| | |
|--------------|--|
| Bill No. 185 | By-law No. A.-8372-130 - A by-law to confirm the proceedings of the Council Meeting held on the 27th day of June 2023. (City Clerk) |
| Bill No. 186 | By-law No. A.-6151(ah)-131 - A by-law to amend By-law No. A.-6151-17, as amended, being "A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001" by deleting and replacing Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law to amend the current pricing for all City owned industrial parks. (2.2a/12/CSC) |
| Bill No. 187 | By-law No. A.-8373-132 - A by-law to authorize the negotiation of a site access Agreement between The Corporation of the City of London and Pall Water and to authorize the Mayor and City Clerk to execute the Agreement when finalized. (2.3/10/CWC) |
| Bill No. 188 | By-law No. A.-8374-133 - A by-law to authorize the Deputy City Manager, Planning and Economic Development to approve and execute certain agreements related to Contribution Agreements between affordable housing providers and The Corporation of the City of London. (2.4/10/CPSC) |
| Bill No. 189 | By-law No. A.-8375-134 - A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London. (2.9/10/CPSC) |
| Bill No. 190 | By-law No. A.-8376-135 - A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism for the Province of Ontario and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot. (2.6/18/SPPC) |
| Bill No. 191 | By-law No. A.-8377-136 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.1/18/SPPC) |
| Bill No. 192 | By-law No. A.-8378-137 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/18/SPPC) |
| Bill No. 193 | By-law No. A-54-23013 - A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to repeal and replace Schedules "A-2" through to "A-22" and "A-26" through to "A-27". (3.1a/10/CPSC) |
| Bill No. 194 | By-law No. C.P.-1512(ce)-138 - A by-law to amend the Official Plan for the City of London, 2016 relating to 340-390 Saskatoon Street. (3.1a/9/PEC) |
| Bill No. 195 | By-law No. C.P.-1512(cf)-139 - A by-law to amend The Official Plan for the City of London, 2016 relating to 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2a/11/PEC) |

| | |
|--------------|--|
| Bill No. 196 | NO ACTION – A by-law to amend the Official Plan relating to 755, 785 & 815 Wonderland Road South. (3.4c/11/PEC) |
| Bill No. 197 | By-law No. L.-131(h)-140 - A by-law to provide for the Licensing and Regulation of Various Businesses. (3.1b/10/CPSC) |
| Bill No. 198 | By-law No. S.-6233-141 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wilton Grove Road, east of Sise Road) (Chief Surveyor – for road dedication purposes pursuant to SPA22-012) |
| Bill No. 199 | By-law No. S.-6234-142 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road) (Chief Surveyor - for road dedication purposes pursuant to SPA20-043) |
| Bill No. 200 | By-law No. W.-5669(a)-143 - A by-law to amend by-law No. W.-5669-63 being, “A by-law to authorize the Dingman Drive Road Improvements – HWY 401 to Wellington Road (Project No. TS1746).” (2.5/9/CWC) |
| Bill No. 201 | REFERRED BACK – A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue. (3.1b/10/PEC) |
| Bill No. 202 | By-law No. Z.-1-233120 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 568 Second Street (at Oxford Street East). (3.1a/11/PEC) |
| Bill No. 203 | By-law No. Z.-1-233121 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1176, 1180, 1182, and 1186 Huron Street and 294 Briarhill Avenue. (3.2b/11/PEC) |
| Bill No. 204 | By-law No. Z.-1-233122 - A by-law to amend By-law No. Z.-1 to rezone lands located at 954 Gainsborough Road. (3.3b/11/PEC) |
| Bill No. 205 | NO ACTION – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 755, 785 and 815 Wonderland Road South. (3.4d/11/PEC) |
| Bill No. 206 | By-law No. A.-8328(a)-144 - A by-law to amend By-law No. A.-8328-35 being “a by-law to approve and authorize the execution of the amended 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” to repeal and replace Schedule “A” to the by-law. (4.1/11/CPSC) |
| Bill No. 207 | By-law No. A.-8379-145 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1803299 Ontario Inc., for the partial acquisition of the property located at 1080 Dundas Street, in the City of London, for the East London Link Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/12/CSC) |

| | |
|--------------|--|
| Bill No. 208 | By-law No. A.-8380-146 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Miller Waste Systems Inc. for the lease of the Materials Recovery Facility, containing a rentable area of 88,358 square feet, located at 3438 Manning Drive in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/12/CSC) |
| Bill No. 209 | By-law No. A.-8381-147 - A by-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Unifor Local 302. (6.3/12/CSC) |
| Bill No. 210 | By-law No. A.-8382-148 - A by-law to appoint John Paradis as Deputy City Manager, Enterprise Supports and repeal By-law No. A.-8144-215 being "A by-law to appoint Jacqueline Davison as Deputy City Manager, Enterprise Supports." (6.1/13/CSC) |
| Bill No. 211 | By-law No. S.-6235-149 - A by-law to assume certain works and services in the City of London. (Kent Subdivision – Phase 1, 33M-730) (Deputy City Manager, Environment and Infrastructure) |

14. Adjournment

Motion made by: H. McAlister
 Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:44 PM

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map

1080 Dundas Street

Property location 



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 1803299 ONTARIO INC.

REAL PROPERTY:

Address 1080 Dundas Street

Location Northwest corner of Dundas St and Burbrook Pl.

Approximate Measurements: Frontage: 36.6m
Depth: varies
Area: 140.57m² (1513.08 square feet)
Shape: Irregular

Legal Description: PART OF LOTS 1, 2, 3 & 4 PLAN 471 LONDON/LONDON TOWNSHIP as shown in Schedule "A" attached hereto and to be further described as Part 1 on draft reference to be deposited, being part of PIN 08288-0325 (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 SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS CDN (\$75,650.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than July 28th, 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 October 13th, 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 October 27th, 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 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 completion 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. **COMPLETION 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes. The Purchaser will indemnify and save the Vendor harmless from all losses, costs, claims, third party actions, damages and expenses of every nature and kind which the Vendor may suffer as a result of the early access to the Property.
24. **NO MERGER:** The parties hereby agree that the covenants and obligations in Section 21, 23 and Schedule B shall survive and shall not merge upon completion of this transaction.

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 A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

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 25th day of May 2023,

SIGNED, SEALED AND DELIVERED
In the Presence of

1803299 ONTARIO INC. *Kathryn Barber*

Name: Kathryn Barber

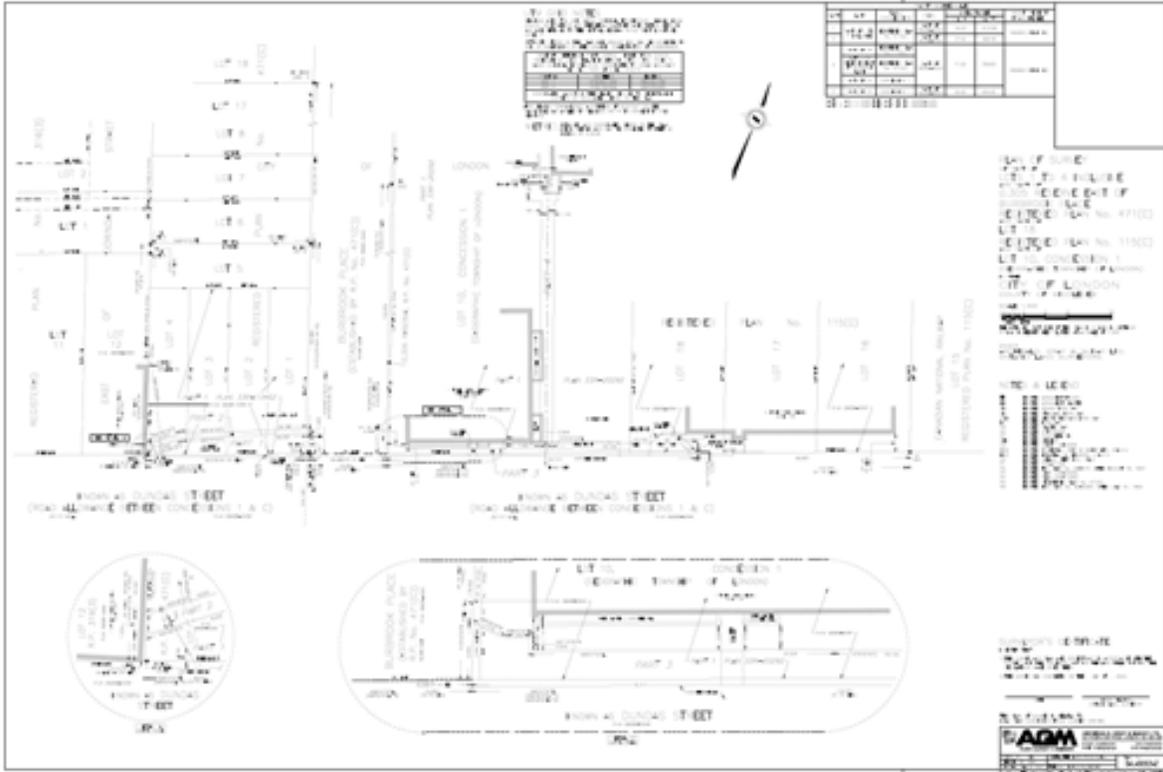
Title: Treasurer

I have the authority to bind the corporation

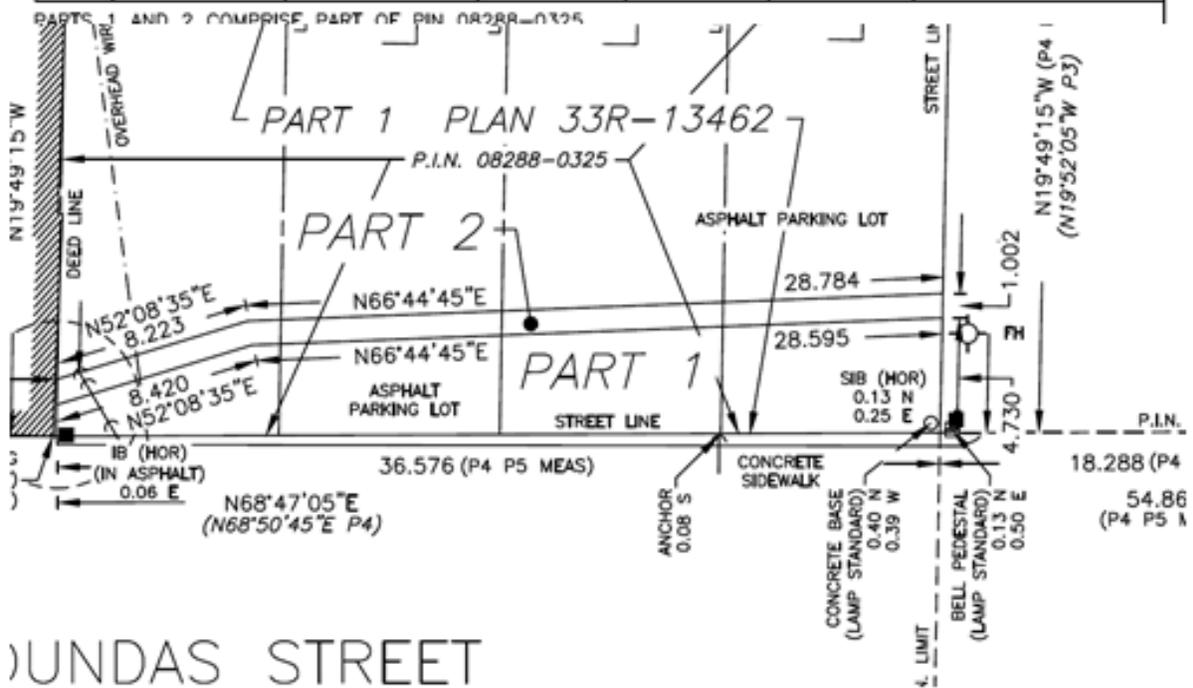
VENDOR'S LAWYER: Beth Mullins Mackenzie Lake

PURCHASER'S LAWYER: Sachit Tatavarti, City Solicitor's Office, 519-661-2489 (CITY) Ext. 5018
Fax: 519-661-0082

SCHEDULE "A" Description of "The Property"
 Part 1 on Draft Plan to be Deposited



| PART SCHEDULE | | | | | | |
|---------------|---|-------------------------------|-----------------------|------------|---------|---------------------------|
| PART | LOT | PLAN/ CONCESSION | P.I.N. | AREA TABLE | | MOST RECENT TRANSFEREE |
| | | | | sq. m | sq. ft | |
| 1 | PART OF 1 TO 4 INCLUSIVE | REGISTERED PLAN No. 471(C) | PART OF 08288-0325 | 140.57 | 1513.08 | 1803299 ONTARIO INC. |
| 2 | | | PART OF 08288-0325 | 37.02 | 398.48 | |
| 3 | PART OF 18 | REGISTERED PLAN No. 115(C) | PART OF 08289-0004 | 71.52 | 769.83 | 1803299 ONTARIO INC. |
| | PART 0.305 RESERVE, EAST OF BURBROOK PLACE | REGISTERED PLAN No. 471(C) | | | | |
| | PART OF 10 | CONCESSION 1 | | | | |
| 4 | PART OF 10 | CONCESSION 1 | PART OF 08289-0004 | 00.00 | 000.00 | |



DUNDAS STREET

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, ~~disbursements~~ and applicable taxes, to complete this transaction, subject to assessment. The Purchaser shall be responsible for the preparation, deposit, and registration, and all costs associated with the same, for the reference plan required to describe the Property for the conveyance herein.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the 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.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the completion of this transaction, the Vendor will grant to the Purchaser a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
4. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before completion and at its expense, a reference plan describing the Property. ~~In the event that~~ the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
5. **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.
6. **DISTURBANCE:** The Purchaser agrees to pay on completion, a further sum of SIXTY THOUSAND \$60,000.00 as full and final payment for the loss parking spaces located within the Property
7. **AS IS, WHERE IS:** The Purchaser acknowledges and agrees that:
 - a. in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person or entities on behalf of or at the direction of the Vendor in connection ~~therewith~~;
 - b. the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Completion Date and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter, the quality thereof or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Property; and
 - c. on the Completion Date, the Purchaser shall fully and irrevocably release the Vendor from ~~any and~~ all claims that the Purchaser may now have or hereafter acquire against the Vendor for any cost, loss, liability, damage, expense, demand, action or cause of action arising from any information or documentation in respect of the Property. Without limiting the foregoing, the Vendor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, ~~servant~~ or other person.

The Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof save as otherwise expressly provided in this Agreement.

Schedule "C"
TEMPORARY EASEMENT AGREEMENT

BETWEEN:

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

And

1803299 ONTARIO INC.
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as 1080 Dundas Street and more particularly described in the attached Schedule "A1" (the "Easement Lands").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions:

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Construction Access Easement: The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement in gross, free and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. Consideration: The City shall pay the Owner the total amount of FIVE THOUSAND DOLLARS CDN (\$5,000.00) as payment for the Temporary Easement, payable in cash or cheque on or before January 1, 2024.
3. Term: The parties agree that this Temporary Easement shall be in effect from January 1, 2024, to December 31, 2024 or for such further period as the parties may agree (the "Term").
4. Extension of Term: The Owner hereby grants the City an option to extend the Term of this Temporary Easement up to two (2) times, each for an additional period of one (1) year. Each extension shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend; AND
 - b. The City providing an additional payment to the Owner in the total amount of FIVE THOUSAND (\$5,000.00)

all to be provided prior to the commencement of each extension of the Term.

5. Additional Terms:
 - a. The City shall make best efforts to restore the Easement Lands to its original condition prior to entry prior to the expiry of the Term.

- b. The Easement Lands 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.
 - c. The proposed use of the Temporary Easement has been reviewed by the Owner and the sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
6. Indemnity: The City shall indemnify, defend with counsel and save harmless the Owner 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 defiance and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, reasonably caused by the use of the Temporary Easement by the City's employees, agents and contractors, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner.
7. Successor & Assigns:
- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and assigns of the undersigned.
 - b. The City may, at it's option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.
 - c. In the event that a transfer in ownership of the Easement Lands in whole or part is contemplated prior to the expiry of the term of this Agreement (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 Easement Lands, in a form prescribed by the City, to abide by the terms of this Agreement and assume all obligations of the Owner herein, at no additional cost to the City.

DATED at London this 25th day of May 2023.

1803299 ONTARIO INC.

Kathryn Barber

Name: Kathryn Barber

Title: Treasurer

I have the authority to bind the corporation

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 A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

authority contained in By-Law A-1 of the Council of The Corporation of the City of London passed the 15th day of November, 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Source of Financing Report

Appendix "A" Confidential

#23128

June 12, 2023
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition - 1080 Dundas Street
East London Link Project
(Subledger LD220030)
RT1430-3B - East London Link - Land Rapid Transit
1803299 Ontario 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 |
|---------------------------|---------------------|--------------------|------------------|-------------------------|
| Land Purchase | 16,000,000 | 1,139,255 | 151,020 | 14,709,726 |
| Total Expenditures | \$16,000,000 | \$1,139,255 | \$151,020 | \$14,709,726 |

Sources of Financing

| | | | | |
|---|---------------------|--------------------|------------------|---------------------|
| Capital Levy | 1,069,947 | 76,184 | 10,099 | 983,664 |
| Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1) | 14,930,053 | 1,063,071 | 140,921 | 13,726,061 |
| Total Financing | \$16,000,000 | \$1,139,255 | \$151,020 | \$14,709,726 |

Financial Note:

| | |
|----------------------------|------------------|
| Purchase Cost | \$75,650 |
| Add: Disturbance Costs | 60,000 |
| Add: Temporary Easement | 10,000 |
| Add: Legal Fees | 2,500 |
| Add: Land Transfer Tax | 482 |
| Add: HST @13% | 17,635 |
| Less: HST Rebate | -15,247 |
| Total Purchase Cost | \$151,020 |

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.



Alan Dunbar
Manager of Financial Planning & Policy

lp

Appendix A - Lease Agreement

Lease Agreement 3438 Manning Drive, London, Ontario

THIS LEASE made as of the <<blank>> day of June, 2023,

BETWEEN:

The Corporation of the City of London
(the "Landlord")

AND

Miller Waste Systems Inc.
(the "Tenant")

WITNESSETH AS FOLLOWS:

Article 1 — Basic Terms, Definitions

1.1 Basic Terms

- (a) Landlord: The Corporation of the City of London
Address: 300 Dufferin Ave., London, Ontario
- (b) Tenant: Miller Waste Systems Inc.
Address: 8050 Woodbine Avenue, Markham, Ontario
- (c) Leased Premises: The property known municipally as 3438 Manning Drive, London, Ontario and legally described as Part South Half Lots 17 & 18 Concession 6, Westminster; City of London, Middlesex County to be more specifically described in a reference plan to be deposited and as set out in Schedule "A" attached. Part of PIN: 08205-0082 (LT).
- (d) Term: TEN years commencing on July 1, 2023 (the "Commencement Date"), and ending on June 30, 2033,
- (e) Basic Rent: See Section 4.1
- (f) Extension Rights: See Section 16.1

1.2 Definitions

In this Lease, unless there is something in the subject matter or context inconsistent therewith, the following terms have the following respective meanings:

- (a) "Additional Rent" means payments on account of Realty Taxes, payments for utilities and all other amounts, excluding Basic Rent and GST, payable by the Tenant in accordance with the terms of this Lease;
- (b) "Basic Rent" means the basic rent payable by the Tenant pursuant to Section 4.1;

- (c) "Building" means all buildings constructed within the Leased Premises;
- (d) "Commencement Date" has the meaning given thereto in Section 1.1(d);
- (e) "C.P.I." means the Consumer Price Index for the Province of Ontario (All Items), established by Statistics Canada (or any successor entity) annually, provided that if Statistics Canada (or any successor entity) establishes a Consumer Price Index category specifically tracking the recycling/waste industries in Ontario, such category shall replace "Province of Ontario (All Items)" for purposes of this definition;
- (f) "Default Rate" means the rate of interest per annum equal to the prime commercial lending rate of the Landlord's Schedule I Canadian chartered bank in effect from time to time plus four percent (4%) per annum calculated and compounded daily;
- (g) "Event of Default" has the meaning given thereto in Section 14.1;
- (h) "Extension Term" has the meaning given thereto in Section 16.1;
- (i) "GST" means the goods and services tax imposed under the *Excise Tax Act* (Canada) and any business transfer tax, value added tax or other similar tax presently or hereafter payable on account of the rental of the Leased Premises or the Landlord's receipt of the rents and other amounts and charges hereunder;
- (j) "HVAC Equipment" means the heating, ventilating and air-conditioning equipment, facilities and installations serving the Building;
- (k) "*Leased Premises*" means the premises described in Section 1.1(c), including all rights and easements appurtenant thereto, and also includes the weigh scales and all appurtenances associated with the mechanical/electrical function of the scale except for the computer and the scale software operating on the computer;
- (l) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant in the Leased Premises, including doors, partitions (excluding moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (m) "Major Work" has the meaning given thereto in Section 8.2;
- (n) "Minor Work" has the meaning given thereto in Section 8.2;
- (o) "Mortgage" means any charge, mortgage or other security against the Leased Premises and/or the Landlord's interest in this Lease, from time to time;
- (p) "Mortgagee" means the holder of any Mortgage from time to time;
- (q) "Realty Taxes" means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges and other levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of any of the foregoing, whether of the foregoing character or not and whether or not in existence at the commencement of the Term;
- (r) "Remainder Period Lease" has the meaning given thereto in Section 10.3(d);
- (s) "Rent" means all Basic Rent and Additional Rent;
- (t) "Tenant's Charge" has the meaning given thereto in Section 10.5;

- (u) “Tenant’s Equipment” means the items listed in Schedule “B”;
- (v) “Tenant’s Lender” has the meaning given thereto in Section 10.5;
- (w) “Term” means the period specified in Section 1.1(d);
- (x) “Transfer” means an assignment of this Lease in whole or in part, a sublease of all or any part of the Leased Premises, any transaction whereby the rights of the Tenant under this Lease or to the Leased Premises are transferred to another person or by which any right of use or occupancy of all or any part of the Leased Premises is conferred upon any person, any mortgage, charge or encumbrance of this Lease or the Leased Premises or any part thereof, and any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Leased Premises;
- (y) “Transferee” means a party receiving a Transfer;
- (z) “Trustee” has the meaning given thereto in Section 13.1(2)(a).

Article 2 — Demise and Term

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises to the Tenant the Leased Premises. The Tenant accepts the Leased Premises in an “as is, where is” condition.

2.2 Term

The Term shall commence on the Commencement Date, run for the period set out in Section 1.1(d) and end on the date set out in Section 1.1(d), unless terminated earlier or extended pursuant to the provisions of this Lease.

2.3 Overholding

If, at the expiration of the Term (including any Extension Term), the Tenant continues to occupy the Leased Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only and may be terminated by either party on one (1) month’s notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%) of the monthly installment of Basic Rent payable during the last month of the Term and one twelfth (1/12) of all Additional Rent charges payable over the previous calendar year, determined in the same manner as if this Lease had been renewed, and all terms and conditions of this Lease shall, insofar as applicable, apply to such monthly tenancy.

Any Additional Rent payable directly to a utility or service supplier under this Lease shall continue to be payable directly to the utility or service supplier as due and payable during the overholding period. If the Additional Rent normally payable under this Lease exceeds the estimated Additional Rent payable under this clause during the overholding period, the Landlord may require the Tenant pay the shortfall amount directly to the Landlord within five (5) business days of providing notice of same.

3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that, except as otherwise provided herein, the Rent to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Leased Premises. Any obligation that is not stated to be that of the Landlord shall be deemed to be that of the Tenant.

3.2 Goods and Services Tax

The Tenant shall pay to the Landlord the HST assessed upon Rent. The HST shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though it was Additional Rent.

3.3 No Set-off

All Rent shall be payable without any deduction, compensation, set-off or abatement whatsoever, and the Tenant hereby waives the benefit of any present or future legislation permitting any such deduction, compensation, set-off or abatement.

3.4 Evidence of Payments

The Tenant shall, from time to time, at the request of the Landlord, produce to the Landlord satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

3.5 Rent Past Due

If the Tenant fails to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the Default Rate, and such interest shall be calculated from the time such Rent becomes due until paid by the Tenant.

3.6 Acceptance and Application of Rent

Any endorsement, statement, condition, direction or other communication on or accompanying any Rent payment shall not be binding on the Landlord, and the acceptance of any such payment shall be without prejudice to the Landlord's right to recover the balance of Rent then owing or to pursue any other remedy available to the Landlord. Any payment received by the Landlord may be applied towards amounts then outstanding under this Lease in such manner as the Landlord determines.

3.7 Partial Periods

If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, Rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a *pro rata* basis.

Article 4 — Basic Rent

4.1 Basic Rent

The Tenant covenants and agrees to pay to the Landlord, in lawful money of Canada, annual Basic Rent in the amount listed in the table below to be payable in equal consecutive monthly installments, in advance, without any deduction, compensation, set-off or abatement whatsoever.

| Year of Term | Annual Rate Per Square Foot of Rentable Area 88,358 Square Feet | Per Year | Per Month |
|--------------|--|--------------|-------------|
| 1 | \$9.00 | \$795,222.00 | \$66,268.50 |
| 2 | \$9.50 | \$839,401.00 | \$69,950.08 |
| 3 | \$10.00 | \$883,580.00 | \$73,631.66 |
| 4 | \$10.50 | \$927,759.00 | \$77,313.25 |
| 5 | \$11.00 | \$971,938.00 | \$80,994.83 |

Basic Rent for years 6 to 10 payable by the Tenant shall be an amount equal to the Tenant's Basic Rent payable in the immediately preceding year of the Term, plus the percentage increase (if any, but no decrease) in C.P.I. between the first month of the preceding calendar year and the first month of the particular calendar year in question.

Article 5 — Taxes

5.1 Realty Taxes

The Tenant shall pay directly to the taxing authority, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term on or in relation to the Leased Premises, as and when due. Upon request, the Tenant shall provide to the Landlord evidence of such payment.

5.3 Other Taxes

In each and every year during the Term, the Tenant shall pay, as Additional Rent, discharge when due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Leased Premises or by any subtenant, licensee, concessionaire, franchisee or anyone else, or in respect of the use or occupancy of the Leased Premises by the Tenant, its subtenants, licensees, concessionaires, franchisees or anyone else.

5.4 Appeals

The Tenant shall be at liberty, from time to time, to appeal any assessment or apportionment of assessment in respect of the Leased Premises directly to the taxing authorities, and shall give notice in writing of such appeal to the Landlord upon filing the notice of appeal with the taxing authorities and shall keep the Landlord informed as to the progress of proceedings in respect thereof.

Article 6 — Utilities and HVAC

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Leased Premises, as Additional Rent.

6.2 Direct Supply

The Tenant shall make arrangements, at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services. The Landlord shall provide any authorization or other reasonable co-operation required to facilitate such arrangements.

6.3 HVAC Equipment

Subject to Section 8.1 below, the Tenant shall, throughout the Term, operate, maintain, repair, replace and regulate the HVAC Equipment in such a manner so as to maintain reasonable conditions of temperature and humidity within the Leased Premises and so as to maintain the HVAC Equipment in good and working order.

Article 7 — Use of Leased Premises

7.1 Use of Leased Premises

The Leased Premises may be solely used for a commercial recycling facility by the Tenant and its agents, customers, suppliers, business partners and other invitees.

- (4) The Tenant's use of the Leased Premises shall be to receive and process Blue Box Material from eligible sources (as defined by Ontario Regulation 391/21 under the (Ontario) *Resource Recovery and Circular Economy Act, 2016*) pursuant to its agreements with Circular Materials Ontario.
- (5) The Tenant may also accept and process non-eligible IC&I recyclable materials, but only if the Tenant has the tonnage capacity, has sufficient floor space, and the logistical capacity to receive and process such materials, in the Tenant's sole and absolute discretion.
- (6) Throughout the Term of the Lease the Landlord and its employees may continue to use the Training Room at the Leased Premises, provided that the Landlord gives the Tenant at least 24 hours advanced notice and the use of the Training Room does not conflict with any use of the facility by the Tenant.
- (7) Throughout the Term of the Lease the Landlord may arrange and conduct tours at the facility, to support and promote the recycling programs, provided that the Landlord gives the Tenant at least 72 hours advanced notice and any such tour does not pose a health and safety risk to the Tenant's employees or to any tour participants, and that any such tour does not conflict with any use of the facility by the Tenant.

7.2 Observance of Law

The Tenant shall, at its own expense, comply with all laws, by-laws, ordinances, regulations and directives of all public authorities having jurisdiction affecting the Leased Premises or the use or occupation thereof including, without limitation, police, fire and health regulations and requirements of the fire insurance underwriters.

7.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste or damage, disfiguration or injury to the Leased Premises or permit or suffer any overloading of the floors, roof deck, walls or any other part of the Leased Premises, and shall not use or permit to be used any part of the Leased Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Leased Premises. The Tenant shall not install any equipment which would exceed or overload the capacity of the utility facilities in the Leased Premises or the electrical wiring and service in the Building or in the Leased Premises, and the Tenant agrees that if any equipment installed by the Tenant requires additional utility facilities, such shall be installed, if available, subject to the Landlord's prior written approval thereto (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, such approval not to be unreasonably withheld.

7.4 Notice to Landlord

The Tenant shall forthwith provide notice to the Landlord of damage to the Leased Premises and/or any spill or release of any hazardous or toxic substances or materials onto or from the Leased Premises.

Article 8 — Maintenance, Repairs and Alterations

8.1 Maintenance, Repair by Tenant

- (1) The Tenant shall operate, maintain and keep the Leased Premises in such condition and state of repair (including repainting and redecorating at reasonable intervals) as would a prudent owner of a similar building in the vicinity, taking into account the age and nature of the Building. The Tenant shall, at its own expense, properly carry out all maintenance, repairs and replacement of the Leased Premises and the Building and Leasehold Improvements therein, thereon or used in connection therewith (whether or not any repairs or replacements are major, are of a capital nature or are exterior or interior) and, without limiting in any way the generality of the foregoing, shall maintain, repair and replace the roof and all component parts thereof including, without limitation, the waterproof membrane, exterior walls, parking areas, entrances, glass windows, plate glass, plumbing systems, HVAC Equipment, electrical systems, water and gas connections, wiring, pipes, drains and mains attributable to the Leased Premises and which serve the Leased Premises, interior and exterior signs and all other machinery and Building and Leasehold Improvements belonging to or connected with the Leased Premises or any part thereof, up to a threshold value of \$40,000.00 + HST ("Threshold Value"). The Threshold Value is not a deductible; the Tenant is responsible for the cost of any maintenance or repair occurrence with a total cost less than the Threshold Value, and the Landlord is responsible for the total cost of each occurrence over the Threshold Value.

The Threshold Value shall not be applicable to any maintenance or repairs required to the trade fixtures or the Tenant's Equipment, which shall be the responsibility of the Tenant.

- (2) The Tenant acknowledges there is no gravity sewer servicing the Leased Premises and wastewater from the facility shall be pumped into the W12A leachate force main via a small pumping station that is located on the Leased Premises (the "MRF Pump Station"). The Landlord will remain responsible for any maintenance or repair on the MRF Pump Station as it requires coordination with the leachate pump station located in the City of London's W12A Landfill. The Landlord will continue to access the Leased Premises to maintain the MRF Pump Station to avoid issues with pumping of leachate from W12A. Any changes to existing wastewater flows shall be compatible within the available constraints of the leachate force main.
- (3) The Tenant shall be responsible to pay as Additional Rent any reasonable additional costs incurred by the Landlord related to wastewater flows, nutrient loading or additional maintenance of the pumpstation and leachate force main directly resulting from changes to the production and/or character of the wastewater currently discharging from the Leased Premises, as determined by the Landlord in their sole discretion. The Landlord may install a metered connection at the Leased Premises for the purposes of monitoring wastewater production.

8.2 Alterations

- (1) The Tenant shall not, without the prior written consent of the Landlord (such consent not to be unreasonably withheld), make, erect, alter or install any Leasehold Improvements or other alterations or installations to the Leased Premises or otherwise do work which shall affect the structure of the Building or the electrical, mechanical or utility systems (the "Major Work"). Provided the Tenant complies with the terms and conditions of the Lease, the Landlord's prior consent shall not be required for the Tenant to make, erect, alter or install or otherwise do work to the Leased Premises other than the Major Work (the "Minor Work").
- (2) If the Tenant wishes to do any Major Work, the Tenant shall apply for the Landlord's written consent and furnish such plans, specifications and designs as shall be reasonably necessary to fully describe the Major Work.
- (3) Subject to the Landlord's written consent having been obtained and the Landlord's requirements (including the posting of reasonable security, if requested) being met, the Tenant may perform the Major Work in the manner set out herein.
- (4) All Major Work shall be performed by the Tenant's own employees, or by contractors and/or tradespeople retained by the Tenant. The Landlord shall have the right to inspect such Major Work and to require any Major Work not being properly done to be corrected.
- (5) After any modification to all or part of the Leased Premises constituting Major Work, the Tenant shall provide to the Landlord a complete set of up-to-date as-built drawings of the Building to the extent affected by the Major Work including, without limitation, all electrical, mechanical and architectural drawings.
- (6) In carrying out all Major Work and Minor Work, the Tenant shall obtain all necessary permits and comply with all laws, by-laws, ordinances, regulations and directives of all public authorities having jurisdiction.

8.3 Construction Liens

If any construction or other liens or order for the payment of money shall be filed against the Leased Premises by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, then the Tenant, within five (5) business days after receiving notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise, failing which the Landlord may, at its option, discharge the lien or claim of lien by paying the amount claimed to be due into court, and the amount so paid and all expenses of the Landlord including legal fees (on a full indemnity basis) shall be paid by the Tenant to the Landlord. The Tenant shall defend all suits to enforce such lien or orders against the Tenant, at the Tenant's sole expense. The Tenant hereby indemnifies the Landlord against any expense or damage as a result of such liens or orders.

8.4 Leasehold Improvements.

Upon the expiration or other termination of this Lease, all Leasehold Improvements in the Leased Premises, including all fixed partitions (including floor to ceiling partitions which, if demountable, involve attachment to any floor, ceiling or permanent wall such that they cannot be removed without damage to the Leased Premises, but excluding the Tenant's movable partitions, such as free-standing partitions or partial height partitions which can be removed without damage to the Leased Premises and which shall be deemed to be trade fixtures) shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury, and the same and any trade fixtures not removed by the Tenant within ninety (90) days following the earlier of the expiration or other termination of this Lease are the property of the Landlord absolutely, free of any liens or encumbrances, and without payment therefor to the Tenant.

8.5 Trade Fixtures.

Notwithstanding anything herein contained, provided the Tenant is not in material default (notice of which shall have been given to the Tenant in writing), the Tenant shall have, during the Term and at the expiration or other termination of this Lease, the right to remove its trade fixtures, provided that the Tenant repairs, on or before the expiration or other termination of this Lease, at its own expense, any damage to the Leased Premises caused by such removal.

8.6 Tenant's Equipment.

The Tenant's Equipment, as described in Schedule "B", shall remain at all times the personal and moveable property of the Tenant and not become Leasehold Improvements, notwithstanding the attachment to any degree or in any manner of any part of the Tenant's Equipment to the Leased Premises. The Tenant shall have the unfettered right, at all times during the Term, to make any alterations or improvements to the Tenant's Equipment or to remove all or any part of the Equipment and appurtenances from the Leased Premises.

8.7 Surrender of Leased Premises

At the expiration or other termination of this Lease, and unless the Tenant is completing a purchase of the Leased Premises, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Leased Premises in the same condition and state of repair as the Tenant is required to maintain the Leased Premises throughout the Term and in accordance with its obligations herein.

8.8 Right of Entry

The Landlord and its employees or agents may (but are not obligated to), at all reasonable times and upon reasonable notice (and at any time in the case of any real or apprehended emergency), enter and examine the state of maintenance and repair of the Leased Premises and, without limitation, may conduct an environmental audit or assessment in respect of the Leased Premises.

Article 9 — Insurance and Indemnity

9.1 Tenant's Insurance

The Tenant shall at its own expense obtain and maintain until the termination of the Lease Agreement, and provide the Landlord with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than Ten Million (\$10,000,000.00) dollars and shall include the Landlord as an additional insured with respect to the Tenant's operations, acts and omissions relating to its obligations under the Lease Agreement and use of the Leased Premises, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and proponent's protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than Five Million (\$5,000,000.00) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the use of the Leased Premises.
- c) Environmental impairment liability insurance covering the permitted use of the Lease Premises described in the Lease Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million (\$2,000,000.00) dollars and shall remain in force for twelve (12) months following termination of the Lease Agreement.
- d) All Risk Property (including flood and earthquake) on the Materials Recovery Facility, equipment, tools and contents covering the Tenant's own facility, tools and equipment.
- e) All risk business interruption insurance in an amount that will reimburse Tenant for the loss of profits and include the Landlord as an additional insured as their interest may appear.
- f) Broad form boiler and machinery insurance on a blanket repair and replacement basis with the limits for each accident in an amount of at least the replacement cost of the MRF building and equipment.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the Landlord in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Landlord reserves the right to request such higher limits of insurance or other types of policies appropriate to the Lease Agreement and permitted uses as the Landlord may reasonably require.

The Tenant shall not occupy the Leased Premises until such time as evidence of insurance (Form No. 0788) from insurers licensed to operate in Canada has been filed with and approved by Risk Management for the Landlord. The Tenant shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Agreement.

9.2 Limitation of Liability of Landlord

(1) Subject to 15.14 below, the Tenant agrees that neither the Landlord nor any others for whom the Landlord is at law responsible shall be liable to any extent for any personal injury or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees or licensees or any other person in, on or about the Leased Premises, except to the extent that such injury or death, or loss or damage arises directly from the actual negligence or a wilful act of the Landlord or those for whom the Landlord is at law responsible. Without limitation, in no event shall the Landlord or any others for whom the Landlord is at law responsible be liable for:

- (a) any damage caused by steam, water, rain, ice, hail or snow which may leak, issue or flow into any part of the Leased Premises or from the pipes or plumbing works, including the sprinkler system, thereof, or from any other place or quarter, or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or of sprinkler heads, or for any damage caused by anything done or omitted by any other tenant;
- (b) any act or omission on the part of any agent, contractor or person from time to time employed by it to supervise or perform supervision or any other work in or about the Leased Premises;
- (c) loss or damage, however caused, of and to money, securities, negotiable instruments, papers or other valuables of the Tenant; or
- (d) loss or damage to the extent the Tenant is entitled to compensation under policies of insurance.

(2) Notwithstanding anything to the contrary contained in this Lease, in no event shall the Landlord be liable for any indirect or consequential losses, costs or damages howsoever caused, whether by the negligence of the Landlord or those for whom the Landlord is at law responsible.

9.3 Indemnity of Landlord by Tenant

Subject to 15.14 below, the Tenant shall indemnify and save harmless the Landlord and others for whom the Landlord is at law responsible against and from any and all expenses, costs, damages, suits, actions or liabilities arising or growing out of any default by the Tenant hereunder, and from all claims and demands of every kind and nature made by any person or persons to or against the Landlord, for all and every manner of costs, damages or expenses incurred by or injury or damage to such person or persons or his, her or their property, which claims or demands arise directly out of the use and occupation of the Leased Premises by the Tenant or any subtenant or occupant authorized by the Tenant or by any assignee or sublessee thereof or any of the above-mentioned or his, her or their servants, agents, assistants, employees, invitees or other persons entering the Leased Premises or any part thereof, and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

Article 10 — Assignment and Subletting

10.1 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior consent in writing of the Landlord, which consent may be unreasonably withheld. No consent to any Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained.

10.2 Landlord's Consent

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing and such request shall contain the information required by Section 10.3. No consent by the Landlord to any Transfer shall be construed to mean that the Landlord has consented to or will consent to any further Transfer.

10.3 Requests for Consent

Requests by the Tenant for a Transfer shall be in writing to the Landlord accompanied by a true copy of the proposed Transfer or the agreement relating thereto. The Tenant shall also provide such additional information as to the Transferee as the Landlord may reasonably require. Any consent to be given by the Landlord in response to the Tenant's request shall be conditional upon the following:

- (a) the Tenant remaining fully liable to pay Rent and to perform all of the covenants, terms and conditions herein contained;
- (b) the proposed Transferee having entered into an agreement with the Landlord agreeing to be bound by all of the terms, covenants and conditions of this Lease applicable to the Tenant;
- (c) the Tenant paying to the Landlord, prior to receiving such consent, all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer; and
- (d) if this Lease is repudiated, disaffirmed or disclaimed (except with the consent of the Landlord) or terminated by any trustee in bankruptcy of a Transferee, or by a court representative, the original Tenant named in this Lease or any Transferee (except the bankrupt or insolvent Transferee) will be considered, upon notice, to have entered into a lease (the "Remainder Period Lease") with the Landlord on the same terms and conditions as this Lease (the commencement date of the Remainder Period Lease shall be the date of the repudiation, disaffirmation, disclaimer, surrender or termination, and the expiration date of the Remainder Period Lease shall be the date on which the Lease would have expired had the repudiation, disaffirmation, disclaimer, surrender or termination not occurred).

10.4 No Advertising

The Tenant shall not advertise that the whole or any part of the Leased Premises are available for assignment or sublease and shall not permit any broker or other person to do so unless the text and format of such advertisement is approved in writing by the Landlord, such approval not to be unreasonably withheld.

Article 11 — Assignment by Landlord

11.1 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Leased Premises or any part or parts thereof and, in conjunction therewith, the assignment by the Landlord of this Lease or any interest of the Landlord herein, upon and to the extent of an assumption of the obligations herein by the purchaser or assignee, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

11.2 Status Certificates

Each party agrees that it shall, on ten (10) days' notice from the other party, execute and deliver to the other party a statement as prepared by the other party in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the modifications and that the same is in full force and effect as modified), the amount of Basic Rent then being paid hereunder, the dates to which the same, by installments or otherwise, and other Additional Rent or charges hereunder have been paid, and whether or not there is any existing default on the part of the other party of which the certifying party has notice.

11.3 Subordination and Attornment

(1) Subject to compliance by the Landlord with Section 11.4, at the option of the Landlord, this Lease and all of the rights of the Tenant hereunder are and shall at all times be subject and subordinate to any and all Mortgages and any renewals or extensions thereof now or hereinafter in force against the Leased Premises and, upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages and to all advances made or hereinafter to be made upon the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Leased Premises or affect the rights of the Tenant pursuant to the terms of this Lease, so long as the Tenant shall perform all of its covenants, agreements and conditions contained in this Lease and so long as the Tenant contemporaneously executes a document of attornment as required by the Mortgagee.

(2) The Landlord, as to any Mortgage, and a Mortgagee, as to any Mortgage held by it, may, by notice to the Tenant, elect that this Lease and the rights of the Tenant hereunder shall be prior to such Mortgage(s), and the Tenant, on request by and without cost to the Landlord shall, within five (5) days after such request, execute and deliver any and all instruments required by the Landlord or the Mortgagee, as the case may be, to confirm priority of this Lease over the Mortgage(s).

11.4 Non-disturbance

The Landlord shall provide the Tenant with non-disturbance agreements in a form which is satisfactory to the Tenant, acting reasonably, obtained from all current and future entities holding a registered mortgage or other security interest on the Leased Premises or the Building. The Tenant agrees that any such interest may require the Tenant to agree to attorn to such party, and the Tenant agrees to execute any such non-disturbance agreement which may include, without limitation, obligations to give such party notice of any default by the Landlord hereunder.

11.5 Right to Exhibit Premises

The Landlord and its authorized agents and employees shall have the right, from time to time, to enter upon the Leased Premises and/or exhibit the Leased Premises to:

- (a) prospective tenants thereof during the last twelve (12) months of the Term; and/or
- (b) prospective purchasers or mortgagees thereof during the Term.

Article 12 — Quiet Enjoyment

12.1 Quiet Enjoyment

The Tenant, upon paying the Rent hereby reserved and performing and observing the covenants and provisions herein contained on its part to be performed and observed, shall peaceably enjoy the Leased Premises for the Term and any extensions or renewals.

12.2 Right and Authority

The Landlord represents and warrants that it is the owner of the Leased Premises and has the power and authority to grant this Lease.

Article 13 — Damage and Destruction

13.1 Damage or Destruction to Leased Premises

(1) If the Leased Premises or any portion thereof are damaged or destroyed by fire or by other casualty, Rent shall not abate and the Tenant shall repair and rebuild the Leased Premises.

(2) Where a partial or complete destruction occurs and the Tenant rebuilds, the following procedures shall apply:

- (a) the insurance proceeds shall be paid to a trustee (the "Trustee") jointly named by the Landlord and the Tenant and any Mortgagee, which Trustee shall be expressly instructed to act on behalf of both the Landlord and the Tenant and any Mortgagee according to their interests. The Trustee shall be instructed to invest the insurance proceeds insofar as possible, with a bank or trust company so as to earn interest pending their distribution as contemplated by this Section 13.1. Work-in-progress shall be paid for in installments as progress payments out of the insurance proceeds, and provision shall be made to ensure that no increase in the cost over the amount of the original estimate shall be the responsibility of the Landlord or the Trustee so that the Trustee at all times retains in its hands sufficient insurance proceeds to pay for the estimated cost of repair outstanding at the date it makes any progress payment;
- (b) before any contract having a value in excess of ten thousand dollars (\$10,000) is entered into by the Tenant for the carrying out of any repair work, copies of the estimates for any work and the contracts for the completion of the work shall be submitted to the Trustee and it shall distribute such copies to the Landlord, the Mortgagee and the Tenant. Such contracts shall be deemed to be approved unless notice to the

contrary is delivered to the Trustee within fourteen (14) business days of receipt of the contract from the Trustee;

- (c) any progress payments to be made under this Section 13.1 by the Trustee shall not be made without the submission of a statement, certified by the architect or engineer of the party to whom the payments are to be made, stating the estimated amount required to complete the work or repair at the date of the certificate, the amount owing on work already done and the amount of any payments made at that date for work already done and verifying the standard and quality of the work already done, and the Trustee shall be required to retain in its hands, at the date of any payment, an amount sufficient to pay the estimated outstanding cost of completion, even though that has the effect that the payment made becomes less than the amount certified to be due;
- (d) in making any payment under this Section 13.1, the Trustee shall have regard to construction lien or similar legislation applicable in the province in which the Leased Premises are located and shall retain within its control for the period specified in such legislation the amount of any hold-back required;
- (e) should this Lease be forfeited for whatever cause pursuant to the terms hereof, all moneys remaining in the Trustee's hands shall be payable to the Landlord as liquidated damages, except that if there is in effect a Tenant's Charge or a sublease of the Leased Premises made by the Tenant and consented to by the Landlord, the moneys shall be payable to the Tenant's subtenant if the lender or the subtenant cures the cause of the forfeiture;
- (f) the fees and expenses of the Trustee shall be borne by the Tenant and shall be paid to the extent available out of the moneys held by the Trustee;
- (g) in the case of any dispute as to the terms of any contract or the amount of any estimate or any matter relating to the actual work or repair, such dispute shall be decided by a qualified professional person appointed by the Trustee whose decision shall be final; and
- (h) should the insurance moneys, if any, be insufficient to pay the entire cost of the work of restoring and repairing the buildings, the Tenant agrees to pay the deficiency. On the completion of such work and payment in full therefor by the Tenant, the Landlord shall, upon receipt of proof that such work has been paid for in full and that there is no outstanding lien claim, release to the Tenant any insurance moneys then remaining and in the possession or control of the Trustee and shall so authorize the Trustee.

13.2 Irreparable Damage to Building.

(1) Notwithstanding Section 13.1:

- (a) if the Leased Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Tenant's architect or professional engineer, be rebuilt within two hundred and seventy (270) days of the damage or destruction, then the Landlord or the Tenant may terminate this Lease by giving to the other within thirty (30) days after such damage or destruction notice of termination, and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction, and the Tenant shall immediately deliver up vacant possession of the Leased Premises to the Landlord;

- (b) in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Leased Premises, the Tenant may elect on written notice to the Landlord, within thirty (30) days of such damage or destruction, to terminate this Lease; and
- (c) in the event of termination pursuant to this Section 13.2, and notwithstanding anything else contained in this Lease, the Landlord shall be entitled to the proceeds of the insurance with respect to the Building. All proceeds of insurance in respect of any chattel, fixture, Leasehold Improvements, installation, addition or partition shall belong to the Tenant.
- (d) The determination by the Tenant's architect or professional engineer under Section 13.2(1)(a) above shall be made and notice given to the Landlord within twenty (20) days after such damage or destruction.

13.3 Certificate Conclusive

Any decisions regarding the extent to which the Leased Premises or any portion thereof have become unfit for use shall be made by an architect or professional engineer appointed by the Tenant, whose decision shall be final and binding upon the parties.

13.4 Reconstruction Work

In performing any reconstruction or repair, the Tenant may effect changes to the Leased Premises and its equipment and systems, provided that the Leased Premises remain suitable for the Tenant's business and are of equal or better quality.

Article 14 — Default

14.1 Events of Default

Any of the following constitutes an Event of Default under this Lease:

- (a) any Rent due is not paid within twenty (20) days after notice in writing from the Landlord;
- (b) the Tenant has breached any of its obligations in this Lease and, if such breach is capable of being remedied and is not otherwise listed in this Section 14.1, after notice in writing from the Landlord:
 - (i) the Tenant fails to remedy such breach within twenty (20) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot reasonably be remedied within twenty (20) days or such shorter period, the Tenant fails to commence to remedy such breach within twenty (20) days of such breach or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any third party for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets and such is not stayed or dismissed within fifteen (15) days after the date of such application;

- (d) a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of the Tenant at the Leased Premises;
- (e) this Lease or any of the Tenant's assets are taken under a writ of execution and such writ is not stayed or vacated within fifteen (15) days after the date of such taking;
- (f) the Tenant makes an assignment or sublease other than in compliance with the provisions of this Lease; or
- (g) the Tenant abandons the Leased Premises.

14.2 Landlord Remedies

If and whenever an Event of Default occurs then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant or to re-enter the Leased Premises and repossess them and, in either case, enjoy them as of its former estate, and the Landlord may remove all persons and property from the Leased Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant. If the Landlord enters the Leased Premises without notice to the Tenant as to whether it is terminating this Lease under Section 14.2(a) or proceeding under Section 14.2(b) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under Section 14.2(b) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the Term shall have the effect of terminating this Lease without notice to that effect to the Tenant;
- (b) to enter the Leased Premises as agent of the Tenant and to relet the Leased Premises for whatever length of time, and on such terms as the Landlord, in its discretion, may determine and to receive the rent therefor and, as agent of the Tenant, to take possession of any property of the Tenant on the Leased Premises, to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord sees fit without notice to the Tenant to make alterations to the Leased Premises to facilitate their reletting, and to apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent and, third, to the payment of Rent in arrears, with the residue to be held by the Landlord and applied to payment of future Rent as it becomes due and payable, provided that the Tenant shall remain liable for any deficiency to the Landlord;
- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Leased Premises for such purposes;
- (d) to recover from the Tenant all damages, costs and expenses incurred by the Landlord as a result of any default by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Leased Premises; and

- (e) where the Event of Default is pursuant to Section 14.1(c), to recover from the Tenant the full amount of the current month's Rent together with the next three months' installments of Rent, all of which shall immediately become due and payable as accelerated rent.

14.3 Distress

Notwithstanding any provision of this Lease or any provision of any applicable legislation, none of the Tenant's trade fixtures or Tenant's software and other intellectual property may be distrained by the Landlord. Subject to the foregoing, the other goods and chattels of the Tenant on the Leased Premises at any time during the Term shall not be exempt from levy by distress for Rent in arrears, and the Tenant waives any such exemption.

14.4 Costs

The Tenant shall pay to the Landlord all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant under this Lease, or in respect of which the Tenant has agreed to insure or to indemnify the Landlord.

14.5 Remedies Cumulative

Notwithstanding any other provision of this Lease, the Landlord or the Tenant may from time to time resort to any or all of the rights and remedies available to them in the event of any default hereunder by the other party, either by any provision of this Lease, or by statute or common law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or the Tenant by statute or common law.

14.6 Termination by Either Party

- (1) Either Party may terminate this Agreement in the event of a material breach without further obligation to the other Party, upon providing at least twenty-four (24) hours' written notice by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice.
- (2) Either party may terminate this Agreement with 60 days' written notice in the event of a termination of the Tenant's Master Services Agreement as a Receiving Facility for Collection Catchment Area 24 with Circular Materials Ontario, or the Tenant's Preconditioning Agreement with Circular Materials Ontario.

Article 15 — General

15.1 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be

postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.1 shall not, under any circumstances, operate to excuse the Tenant from prompt payment of Rent and other charges payable under this Lease.

15.2 Effect of Waiver or Forbearance

No waiver by either party hereto of any breach by the other party of any of its covenants, agreements or obligations in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations, nor shall any forbearance by either party hereto to seek a remedy for any breach by the other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent.

15.3 Notices

Any notice, delivery, payment or tender of money or documents to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the party addressed at the address for such party set out in Section 1.1(a) or (b) as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of the same or on the third (3rd) business day following such mailing as the case may be. Either party may, by notice in writing to the other, from time to time designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed. Notwithstanding the foregoing, any notice, delivery, payment or tender of money or documents to be given or made to either party hereunder during any disruption in the service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.4 Notice of Lease

Neither the Landlord nor the Tenant nor anyone on their behalf or claiming under them shall register this Lease in whole or in part. Either party may register a notice of lease that does not contain any of the financial terms of this Lease.

15.5 Interpretation

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Lease. Each obligation of the Landlord and the Tenant in this Lease shall be considered a covenant for all purposes. If the Tenant has failed to perform any of its obligations under this Lease, such obligations shall survive the expiration or other termination of this Lease.

15.6 Severability

If any Article or Articles or part or parts of an Article or Articles in this Lease are or become illegal or unenforceable, it or they shall be considered separate and severable from the Lease, and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such Article or Articles had never been included in this Lease.

15.7 Entire Agreement

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Lease save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

15.8 Successors and Assigns

The rights and liabilities of the parties shall enure to the benefit of their respective successors and assigns, subject to any requirement for consent by the Landlord hereunder.

15.9 (This section intentionally left blank)

15.10 Time of Essence

Time shall in all respects be of the essence hereof, provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Landlord and the Tenant or their respective solicitors, who are hereby expressly appointed for that purpose.

15.11 Canadian Funds

All references to dollar amounts contained in this Lease shall be deemed to refer to Canadian funds.

15.12 Further Assurances

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration therefor, co-operate with and take such additional action as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Lease.

15.13 Non-Business Days

In the event that any date specified or any date contemplated in this Lease shall fall upon a day other than a business day, then such date shall be deemed to be the next following business day. For the purposes of this lease, a "business day" shall be any day that is not a Saturday, a Sunday or a statutory holiday in the province in which the Leased Premises are located.

15.14 London Hydro Solar Lease

The Tenant acknowledges that the rights conferred under the Lease Agreement will be subject to an existing lease agreement between the Landlord and London Hydro Inc. to permit the installation and operation of solar photovoltaic energy systems on a portion of the Leased Premises (the "Solar Lease"). The Tenant acknowledges receipt of a copy of the Solar Lease and warrants that no actions shall be taken or rights exercised under the Lease by the Tenant, its employees, contractors, agents and assigns that interfere with the rights granted to London Hydro under the Solar Lease. The Landlord shall indemnify and hold harmless the Tenant and its respective officers, directors, employees, agents and representatives (collectively, the

“Indemnitees”) from any and all claims or losses brought by London Hydro or any third party arising out of the Solar Lease or the presence of the solar photovoltaic energy systems on a portion of the Leased Premises, save and except any claims arising from the Tenant’s negligence.

15.15 Reference Plan

The Landlord and the Tenant agree that a reference plan describing the Leased Premises shall be prepared and registered in the applicable Land Registry Office and the costs of preparation and registration of such plan shall be borne equally by the Landlord and the Tenant.

Article 16 — Special Provisions

16.1 Rights to Extend

The Tenant shall have the right to extend the Term four (4) consecutive times, for an additional five (5) years each (the “Extension Terms”). The Landlord shall, upon the Tenant's written request to the Landlord, at least TWELVE (12) months prior to the expiration of the Term, grant to the Tenant the Extension Term on an “as is” basis, upon the same terms and conditions as set out in this Lease except that:

- (a) the Landlord and the Tenant shall enter into an extension agreement to evidence each Extension Term in a form provided by the Landlord; and
- (b) the Basic Rent payable during an Extension Term shall be the fair market rent based on the annual basic rental rate current at the commencement of such Extension Term for similar premises of comparable size and dimensions in similar buildings in like locations, excluding any value attributable to the Tenant's fixtures, equipment and Leasehold Improvements and, failing agreement between the Landlord and the Tenant as to such fair market Basic Rent on or before expiration of the Term, such amount shall be determined by arbitration pursuant to the *Arbitration Act, 1991, S.O. 1991, c.17*, as amended.

IN WITNESS WHEREOF the parties hereto have duly executed this Lease.

The Corporation of the City of London

Per: _____
Name: Josh Morgan
Title: Mayor

Per: _____
Name: Michael Schulthess
Title: Clerk
I/We have the authority c/s
to bind the Corporation

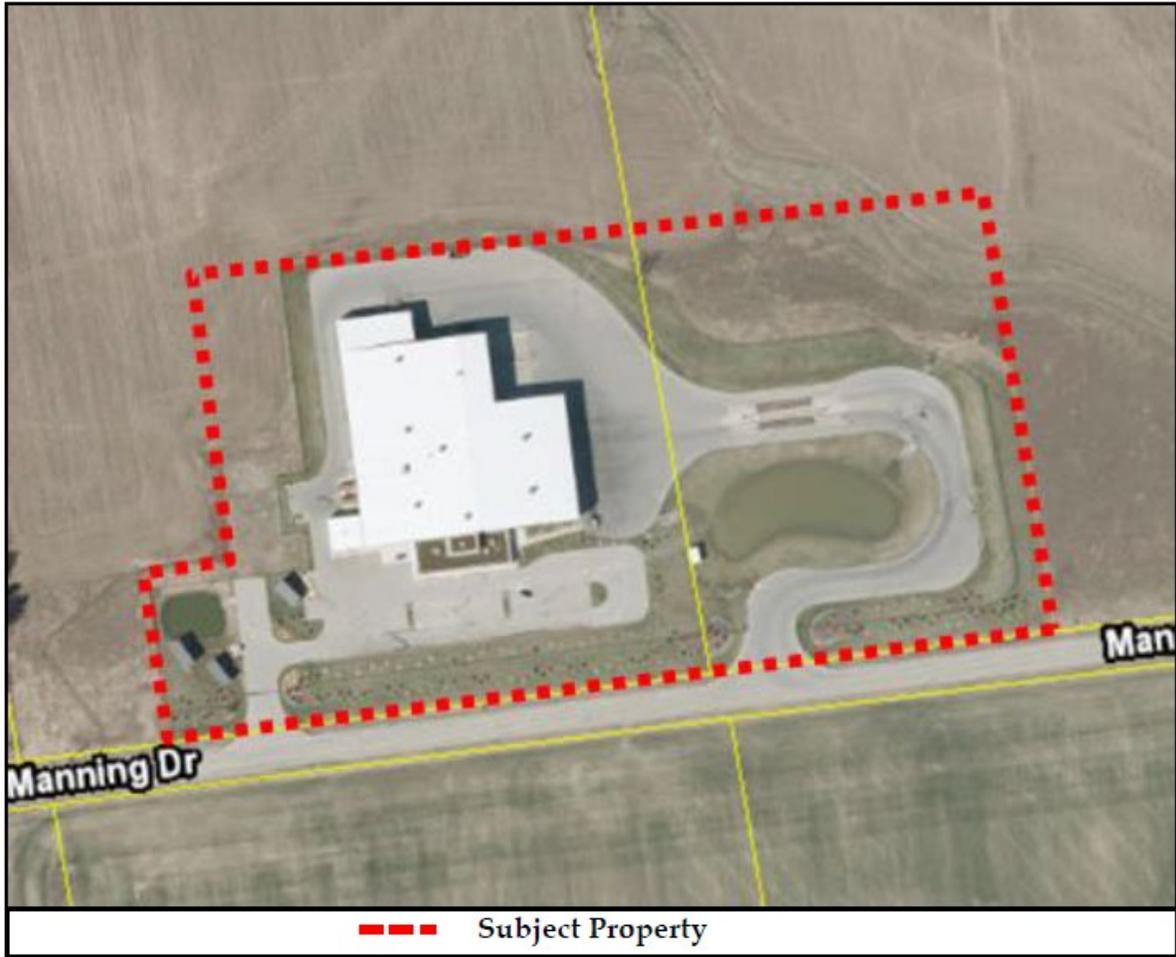
Miller Waste Systems Inc.

Per: _____
Name: Joseph Johnson
Title: President

Per: _____
Name: Steve Moote
Title: CFO
I/We have the authority c/s
to bind the Corporation

Schedule "A" (Sketch Showing Leased Premises)

AERIAL MAP



Schedule "B"

Tenant's Equipment

| Equipment ID | Equipment Description |
|---------------------|----------------------------------|
| C-1 | C-1 Chain Roller Conveyor |
| C-2 | C-2 Chain Roller Conveyor |
| C-3 | C-3 Idler Conveyor |
| C-4 | C-4 Slider Bed Conveyor |
| C-5 | C-5 Slider Bed Conveyor |
| M-6 | M-6 Electro Magnet |
| C-7 | C-7 Slider Bed Conveyor |
| S-8 | S-8 Fine Screens & Glass Breaker |
| C-10 | C-10 Slider Bed Conveyor |
| PP-11 | PP-11 Plastic Perforator |
| S-12 | S-12 Fine Screens |
| C-13 | C-13 Slider Bed Conveyor |
| C-14 | C-14 Slider Bed Conveyor |
| C-15 | C-15 Speed Belt Conveyor |
| OPT-16 | OPT-16 Optical Sorting |
| OPT-17 | OPT-17 Optical Sort Compressors |
| C-17 | C-17 Slider Bed Conveyor |
| C-18 | C-18 Slider Bed Conveyor |
| C-19A | C-19A Slider Bed Conveyor |
| C-19B | C-19B Slider Bed Conveyor |
| C-20 | C-20 Slider Bed Conveyor |
| C-21 | C-21 Slider Bed Conveyor |
| C-22 | C-22 Slider Bed Conveyor |
| ECS-23 | ECS-23 Eddy Current |
| C-24 | C-24 Idler Conveyor |
| C-25 | C-25 Idler Conveyor |
| C-26 | C-26 Idler Conveyor |
| C-27 | C-27 Idler Conveyor |
| C-28 | C-28 Idler Conveyor |
| C-29 | C-29 Idler Conveyor |
| C-31 | C-31 Slider Bed Conveyor |
| C-32 | C-32 Slider Bed Conveyor |
| C-33 | C-33 Slider Bed Conveyor |
| C-34 | C-34 Slider Bed Conveyor |
| P-1 | P-1 Chain Roller Conveyor |
| P-2 | P-2 Chain Roller Conveyor |
| P-3 | P-3 Slider Bed Conveyor |
| S-4 | S-4 OCC Separator |
| P-5 | P-5 Slider Bed Conveyor |

| Equipment ID | Equipment Description |
|---------------------|-------------------------------|
| P-6 | P-6 Slider Bed Conveyor |
| P-7 | P-7 Slider Bed Conveyor |
| P-8 | P-8 Slider Bed Conveyor |
| S-9 | S-9 Fine Disc Screens |
| P-10 | P-10 Slider Bed Conveyor |
| P-11 | P-11 Slider Bed Conveyor |
| P-12 | P-12 Slider Bed Conveyor |
| P-13 | P-13 Slider Bed Conveyor |
| P-14 | P-14 Slider Bed Conveyor |
| P-15 | P-15 Slider Bed Conveyor |
| P-16 | P-16 Slider Bed Conveyor |
| P-17 | P-17 Slider Bed Conveyor |
| P-18 | P-18 Slider Bed Conveyor |
| MMF-1 | MMF-1 Mach Motion Floor |
| MMF-2 | MMF-2 Mach Motion Floor |
| MMF-3 | MMF-3 Mach Motion Floor |
| MMF-4 | MMF-4 Mach Motion Floor |
| B-5 | B-5 Chain Roller Conveyor |
| B-6 | B-6 Chain Roller Conveyor |
| B-7 | B-7 Chain Roller Conveyor |
| B-8 | B-8 Slider Bed Conveyor |
| B-9 | B-9 Slider Bed Conveyor |
| B-10 | B-10 Chain Roller Conveyor |
| B-11 | B-11 Chain Roller Conveyor |
| B-12 | B-12 Slider Bed Conveyor |
| B-13 | B-13 Slider Bed Conveyor |
| B-14 | B-14 Slider Bed Conveyor |
| B-15 | B-15 Baler (Container) |
| B-16 | B-16 Baler (Fiber) |
| B-17 | B-17 Slider Bed Conveyor |
| B-18 | B-18 Closed Door Baler (Film) |
| CP-1 | CP-1 ONP Compactor |
| CP-2 | CP-2 ONP Compactor |
| CP-3 | CP-3 Residue Compactor |
| CP-4 | CP-4 Residue Compactor |
| Bulky Hopper | Over Sized Tubs |

Report to the Council of The Corporation of the City of London

To: The Council of The Corporation of the City of London

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager
Environment and Infrastructure

Subject: Expropriation of Lands - East London Link Project Phase 3

Date: July 25, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the East London Link Project, the following actions be taken:

- a) the Council of The Corporation of the City of London as Approving Authority pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, as amended, **HEREBY APPROVES** the proposed expropriation of lands, as described in Schedule "A" attached hereto, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:
 - i) the subject lands are required by The Corporation of the City of London for the East London Link Project;
 - ii) the design of the project will address the current and future transportation demands along the corridor; and,
 - iii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the East London Link Project approved by Municipal Council at the meeting held on May 21, 2019, and
- b) subject to the approval of (a) above, a certificate of approval **BE ISSUED** by the City Clerk on behalf of the Approving Authority in the prescribed form.

Executive Summary

The purpose of this report is to seek Municipal Council approval for the expropriation of lands required by The Corporation of the City of London for the East London Link Project.

Multiple property needs have been identified to accommodate the project design and legal possession is required to construct the project in accordance with approved plans and standards.

Multiple properties remain outstanding for the East London Link Project. Realty Services will continue to negotiate with the property owner in parallel with the expropriation process in efforts to achieve an amicable settlement subject to Council approval.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of Mobility and Transportation by building new transportation infrastructure as London grows. The improvements to this corridor will enhance safety and provide convenient mobility choices for transit, automobiles, pedestrians and cyclists.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Civic Works Committee – July 21, 2014 – Rapid Transit Corridors Environmental Assessment Study Appointment of Consulting Engineer;
- Strategic Priorities and Policy Committee – July 24, 2017 – Rapid Transit Master Plan and Business Case;
- Strategic Priorities and Policy Committee – April 23, 2018 – Bus Rapid Transit Environmental Assessment Initiative;
- Civic Works Committee – March 14, 2019 – History of London's Rapid Transit Initiative; and
- Strategic Priorities and Policy Committee – March 25, 2019 – Investing in Canada Infrastructure Program, Public Transit Stream, Transportation Projects for Submission;
- Strategic Priorities and Policy Committee – October 28, 2019 – Investing in Canada Infrastructure Program, Public Transit Infrastructure Stream, Approved Projects;
- Civic Works Committee – January 7, 2020 – Downtown Loop and Municipal Infrastructure Improvements Appointment of Consulting Engineer
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer
- Corporate Services Committee – May 23, 2023 – Expropriation of Lands – East London Link Project Phase 3

2.0 Discussion and Considerations

2.1 Background

The East London Link will revitalize more than 6 km of road from Downtown to Fanshawe College. The project will add rapid transit and transportation improvements including transit links to the City's eastern industrial employment areas. At the same time, the City will repair and replace aging sewers and watermains. The project has received Provincial approval of the Environmental Assessment (EA) which identified requirements for property acquisitions.

Due to the growing use of these roads and developments in the area, combined with operational needs to improve safety and support for all travel modes, the East London Link Project was identified as a priority to deliver a critical component of London's rapid transit system, a central component of London's land use and transportation policy.

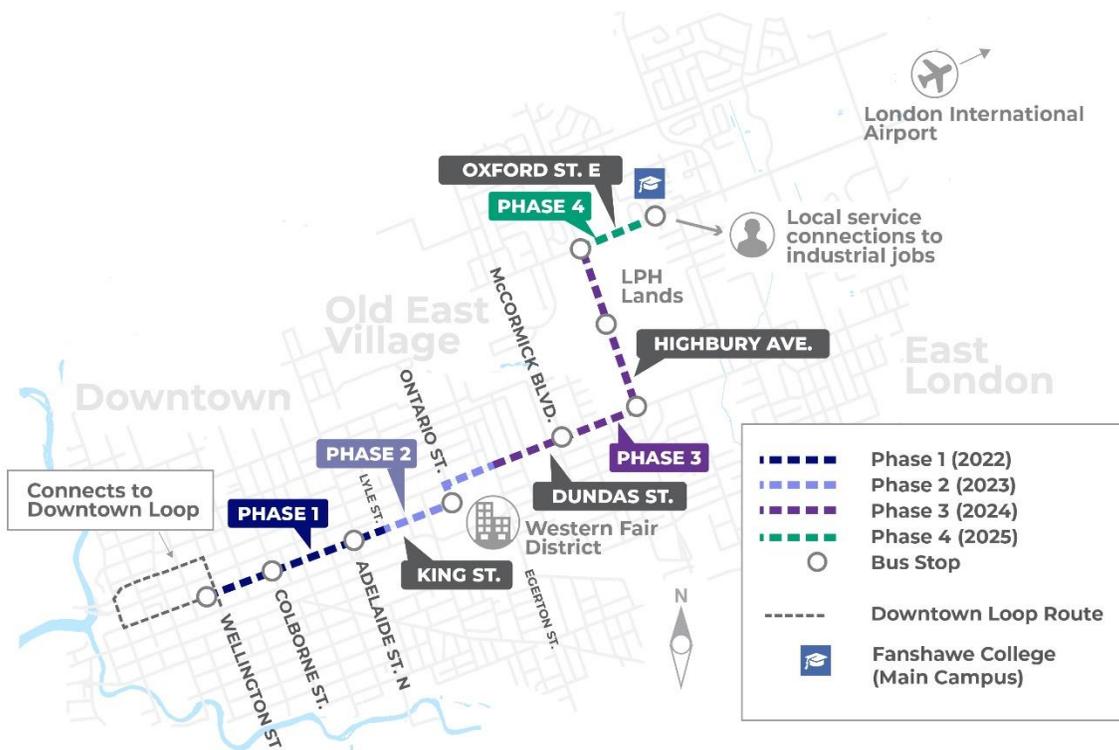


Figure A1 illustrates the limits of the East London Link and its four construction phases.

2.2 Anticipated Construction Timeline

In 2022, the City of London constructed Phase 1 of the East London Link on King Street between Wellington Street and Lyle Street. In March 2023 construction began on Phase 2 of the East London Link. The proposed project limits for 2024 construction include Dundas Street from Egerton Street to Highbury Avenue, and Highbury Avenue from Dundas Street to Oxford Street. Final phase of the East London Link will be built along Oxford Street in 2025.

Negotiations with all property owners have been ongoing since Fall of 2022 and there are several properties outstanding. As legal possession of all property requirements will be needed to commence utility work and award a construction contract, the expropriation of all outstanding property is necessary.

Realty Services continues to negotiate with the outstanding property owners in parallel with the Council approval to proceed with the expropriation process to meet the project construction timelines. This report includes (23) twenty-three different outstanding properties being expropriated for different property rights including fee simple, temporary and permanent easements. Of the (23) twenty-three properties (2) two are currently under agreement pending close. Agreements that have already closed in support of Phase 3 total (15) fifteen.

3.0 Financial Implications and Considerations

3.1 Compensation for Land Acquisition

Impacted property owner's compensation is protected through the expropriation legislation and Council Property Acquisition Policy. If negotiated property compensation settlements cannot be achieved on an amicable basis, the compensation may be arbitrated through the Ontario Land Tribunal.

There is budget available for East London Link Project land acquisition costs.

Conclusion

Construction of the East London Link Project Phase 3 is scheduled for 2024 subject to property acquisition and other approvals. Property acquisitions need to be secured to construct the project in accordance with approved plans and standards.

Commencement of the expropriation process is recommended at this time to ensure project timelines are achieved.

Realty Services will continue to negotiate with the outstanding property owner in parallel with the expropriation process.

Prepared by: Bryan Baar, Manager II, Realty Services

Submitted by: Bill Warner, AACI, Director, Realty Services

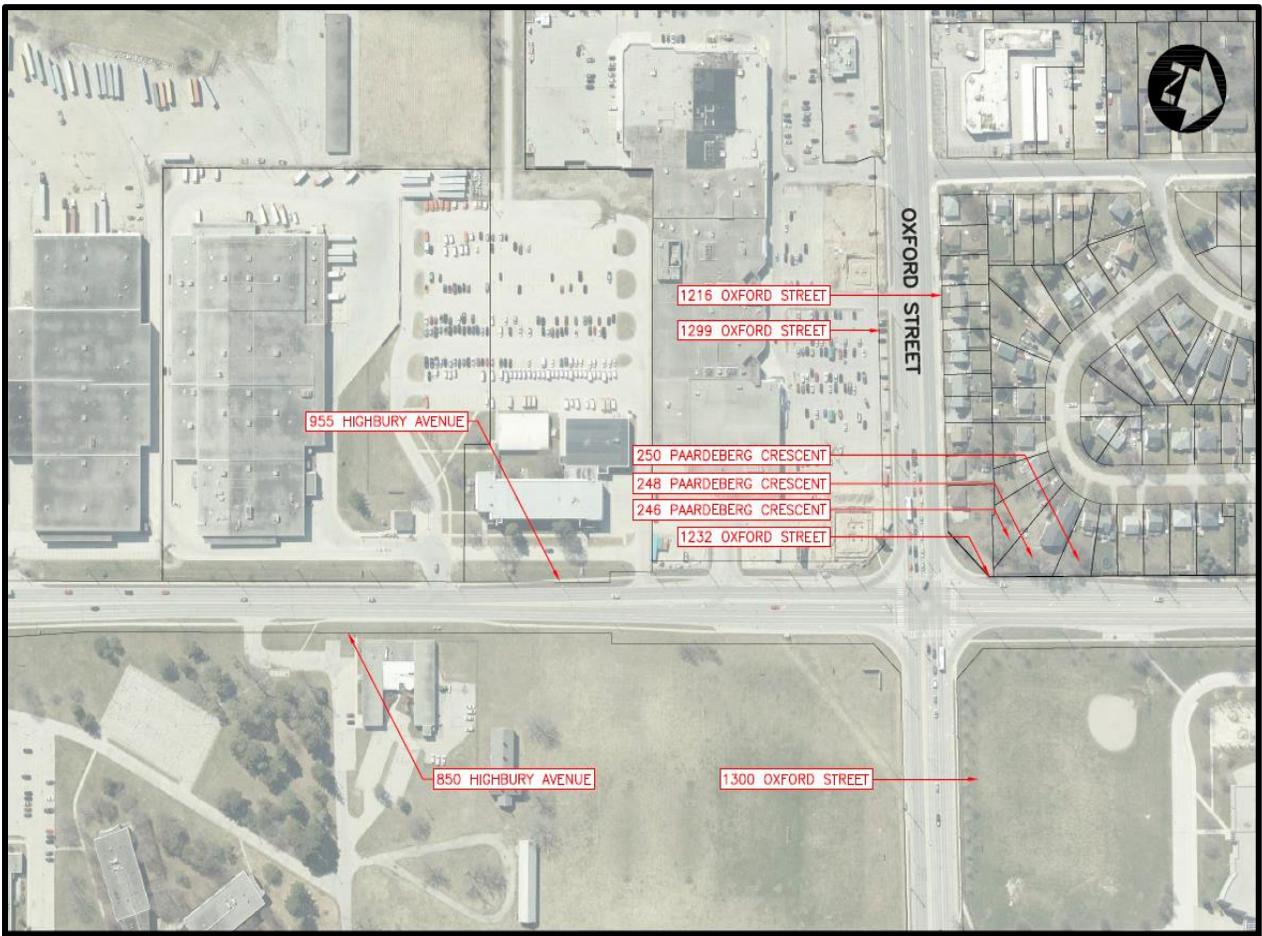
Concurred by: Jennie Dann, P. Eng., Director, Construction and Infrastructure Services

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment and Infrastructure

July 18, 2023

Schedule A - Location Map





Schedule A

Fee Simple:

1015-1019 Dundas Street

Part of Lot 17 South of Dundas Street Registered Plan 320 (3) in the City of London, County of Middlesex, designated as Part 3 Plan 33R-21423 being Part of PIN 08303-0094

1080 Dundas Street

Part of Lots 1, 2, 3 and 4, (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 1 on Reference Plan 33R-21631, being part of PIN 08288-0325

1140 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 3 Plan 33R-21499 being part of PIN 08289-0017

1144 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21499 being part of PIN 08289-0057

1152 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 7 Plan 33R-21499 being part of PIN 08289-0013

1153 - 1155 Dundas Street

Part of Lots 9 and 10, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 11 Plan 33R-21499 being part of PIN 08301-0001

1220 Dundas Street

Part of Lots 9 and 10, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 2 Plan 33R-21509 being part of PIN 08290-0175

1230 Dundas Street

Part of Lot 5, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 11 Plan 33R-21509 being part of PIN 08290-0179

1240 Dundas Street

Part of Lot 3, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 15 Plan 33R-21509 being part of PIN 08290-0181

1242 Dundas Street

Part of Lot 2, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 17 Plan 33R-21509 being part of PIN 08290-0182

1260 Dundas Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 7 on Reference Plan 33R-21638, being part of PIN 08290-0233

1232 Oxford Street

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 18, 19, 20, 21, 27, and 28 Plan 33R-21583 being part of PIN 08099-0444

1287 Dundas Street

Part of Lot 12 Registered Plan 413 (C) (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 1 Plan 33R-21510 being Part of PIN 08290-0028

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 3, 4, 5 and 9 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

Part of Lot 8, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 4 and 5 on Reference Plan 33R-21638, being part of PIN 08106-0137

246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 25 and 29 Plan 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 24, 30, and 31 Plan 33R-21583 being part of PIN 08099-0467 and Part 16, 32, 33 and 34 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 6, 7, 8, 12, and 13 Plan 33R-21587 being part of PIN 08105-0052

Limited Interest (Temporary Easement):

1015-1019 Dundas Street

Part of Lots 14,15,16, and 17 South of Dundas Street Registered Plan 320 (3) in the City of London, County of Middlesex, designated as Part 2 Plan 33R-21423 being Part of PIN 08303-0094

1080 Dundas Street

Part of Lots 1, 2, 3 and 4, (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 2 on Reference Plan 33R-21631, being part of PIN 08288-0325

1140 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 4 Plan 33R-21499 being part of PIN 08289-0017

1144 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 6 Plan 33R-21499 being part of PIN 08289-0057

1152 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 8 Plan 33R-21499 being part of PIN 08289-0013

1153 - 1155 Dundas Street

Part of Lots 9 and 10, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 10 and 12 Plan 33R-21499 being part of PIN 08301-0001

1220 Dundas Street

Part of Lots 9 and 10, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 1 Plan 33R-21509 being part of PIN 08290-0175

1230 Dundas Street

Part of Lot 5, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 10 Plan 33R-21509 being part of PIN 08290-0179

1240 Dundas Street

Part of Lot 3, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 14 Plan 33R-21509 being part of PIN 08290-0181

1242 Dundas Street

Part of Lot 2, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 16 Plan 33R-21509 being part of PIN 08290-0182

1232 Oxford Street

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 6 and 7 Plan 33R-21583 being part of PIN 08099-0444

1299 Oxford Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1 and 2 Plan 33R-21588 being part of PIN 08290-0220

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1,8,10,13, and 14 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

Part of Lot 8, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 3 and 6 on Reference Plan 33R-21638, being part of PIN 08106-0137

246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 10 and 11 Plan 33R-21583 being part of PIN 08099-0467 and Part 12, 35 and 36 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, 9, 10, 11, 14, and 15 Plan 33R-21587 being part of PIN 08105-0052

Limited Interest (Permanent Easement):

1153 - 1155 Dundas Street

Part of Lot 9, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 9 and 10 Plan 33R-21499 being part of PIN 08301-0001

1181 Dundas Street

Part of Lot 2, Registered Plan 413 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 13 Plan 33R-21499 being part of PIN 08301-0003

1260 Dundas Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 8, 9, 10 and 11 on Reference Plan 33R-21638, being part of PIN 08290-0233

1299 Oxford Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, and 5 Plan 33R-21588 being part of PIN 08290-0240 and designated as Parts 4 and 6 Plan 33R-21588 being part of PIN 08290-0212

1305 Dundas Street

Part of Lots 1 and 6, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 4 Plan 33R-21527 being part of PIN 08291-0205

1331 Dundas Street

Part of Lots 4, 5, 10 and 13 and part of Block C, Registered Plan 457 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-21527 being part of PIN 08292-0001

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 6, 7, 10, 11 and 12 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

Part of Lot 8, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 2 on Reference Plan 33R-21638, being part of PIN 08106-0137

246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1, 2, 3, 4, and 5 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 10 Plan 33R-21583 being part of PIN 08099-0467 and Part 35 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1, 4, 14 and 16 Plan 33R-21587 being part of PIN 08105-0052

681 Highbury Avenue

Part of Lot 7, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-21527 being part of PIN 08290-0035

Report to the Council of The Corporation of the City of London

To: The Council of The Corporation of the City of London

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager
Environment and Infrastructure

Subject: Expropriation of Lands - East London Link Project – Phase 3

Date: July 25, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the East London Link Project, the following actions be taken:

- a) the proposed bylaw attached as Appendix “A” being “A by-law to expropriate lands in the City of London, in the County of Middlesex, the East London Link Project: **BE INTRODUCED** at the Municipal Council meeting to be held on July 25, 2023;
- b) the Civic Administration **BE DIRECTED** to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk **BE AUTHORIZED** to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk **BE AUTHORIZED AND DIRECTED** to execute and serve the notices of expropriation required by the *Expropriations Act, R.S.O. 1990, c. E.26* and such notices of possession that may be required to obtain possession of the Expropriated Lands.

Executive Summary

The purpose of this report is to seek Municipal Council direction and approval of a By-law to expropriate lands required by The Corporation of the City of London for the East London Link Phase 3 Project.

Multiple property needs have been identified to accommodate the project design and legal possession is required to construct the project in accordance with approved plans and standards.

Many properties remain outstanding. Realty Services will continue to negotiate with the outstanding property owners in parallel with the expropriation process.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of Mobility and Transportation by building new transportation infrastructure as London grows. The improvements to this corridor will enhance safety and provide convenient

mobility choices for transit, automobiles, pedestrians and cyclists.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Civic Works Committee – July 21, 2014 – Rapid Transit Corridors Environmental Assessment Study Appointment of Consulting Engineer;
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- Civic Works Committee – March 14, 2019 – History of London’s Rapid Transit Initiative; and
- Strategic Priorities and Policy Committee – March 25, 2019 – Investing in Canada Infrastructure Program, Public Transit Stream, Transportation Projects for Submission;
- Strategic Priorities and Policy Committee – October 28, 2019 – Investing in Canada Infrastructure Program, Public Transit Infrastructure Stream, Approved Projects;
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- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer
Corporate Services Committee – May 23, 2023 – Expropriation of Lands – East London Link Project Phase 3

2.0 Discussion and Considerations

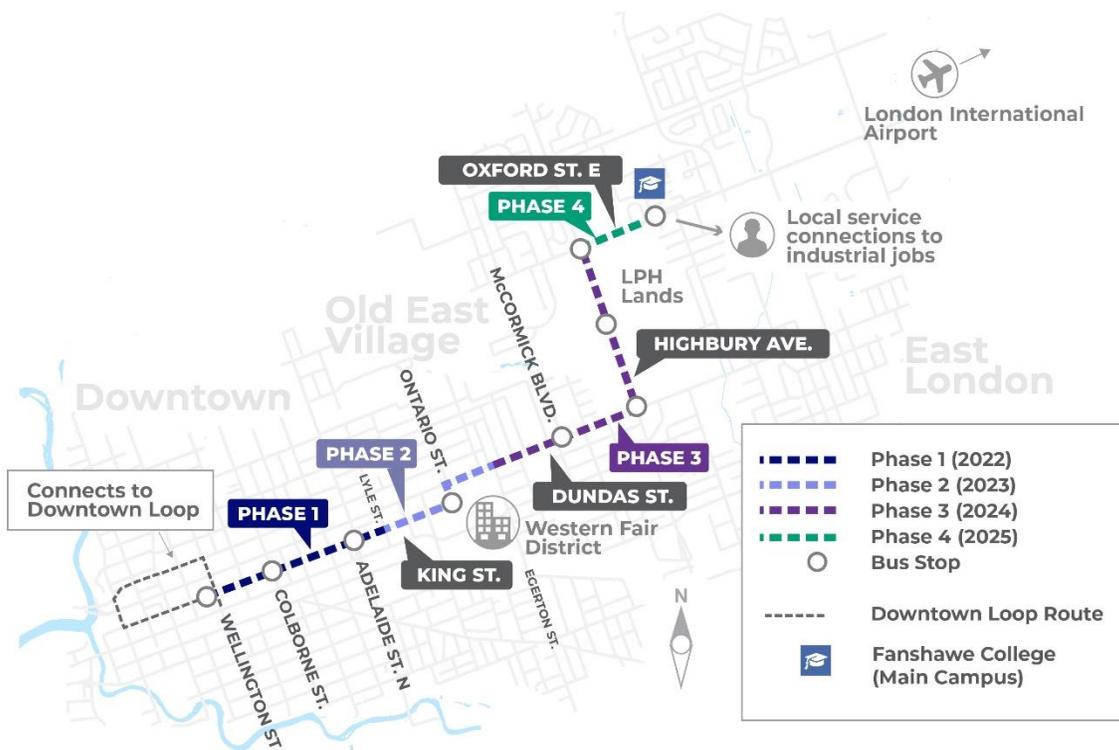
2.1 Background

The East London Link will revitalize more than 6 km of road from Downtown to Fanshawe College. The project will add rapid transit and transportation improvements including transit links to the City’s eastern industrial employment areas. At the same time, the City will repair and replace aging sewers and watermains. The project has received Provincial approval of the Environmental Assessment (EA) which identified requirements for property acquisitions.

Due to the growing use of these roads and developments in the area, combined with operational needs to improve safety and support for all travel modes, the East London Link Project was identified as a priority to deliver a critical component of London’s rapid transit system, a central component of London’s land use and transportation policy.

The project has received Provincial approval of the Environmental Assessment (EA) which identified requirements for property acquisitions.

The full limits of the East London Link Project are shown below.



2.2 Anticipated Construction Timeline

In 2022, the City of London constructed Phase 1 of the East London Link on King Street between Wellington Street and Lyle Street. In March 2023 construction began on Phase 2 of the East London Link. The proposed project limits for 2024 construction include Dundas Street from Egerton Street to Highbury Avenue, and Highbury Avenue from Dundas Street to Oxford Street. Final phase of the East London Link will be built along Oxford Street in 2025.

Negotiations with all property owners have been ongoing since Fall of 2022 and there are several properties outstanding. As legal possession of all property requirements will be needed to commence utility work and award a construction contract, the expropriation of all outstanding property is necessary.

Realty Services continues to negotiate with the outstanding property owners in parallel with the Council approval to proceed with the expropriation process to meet the project construction timelines. This report includes (23) twenty-three different outstanding properties being expropriated for different property rights including fee simple, temporary and permanent easements. Of the (23) twenty-three properties (2) two is currently under agreement pending close. Agreements that have already closed in support of Phase 3 total (15) fifteen.

3.0 Financial Implications and Considerations

3.1 Compensation for Land Acquisition

Impacted property owner's compensation is protected through the expropriation legislation and Council Property Acquisition Policy. If negotiated property compensation settlements can not be achieved on an amicable basis, the compensation may be arbitrated through the Ontario Land Tribunal.

There is budget available for the East London Link Project land acquisition costs.

Conclusion

Construction of Phase 3 of the East London Link Project is scheduled for 2023, subject to property acquisition and other approvals. Property acquisitions need to be secured to construct the project in accordance with approved plans and standards.

Commencement of the expropriation process is recommended at this time to ensure project timelines are achieved.

Realty Services will continue to negotiate with the outstanding property owner in parallel with the expropriation process.

Prepared by: Bryan Baar, Manager II, Realty Services

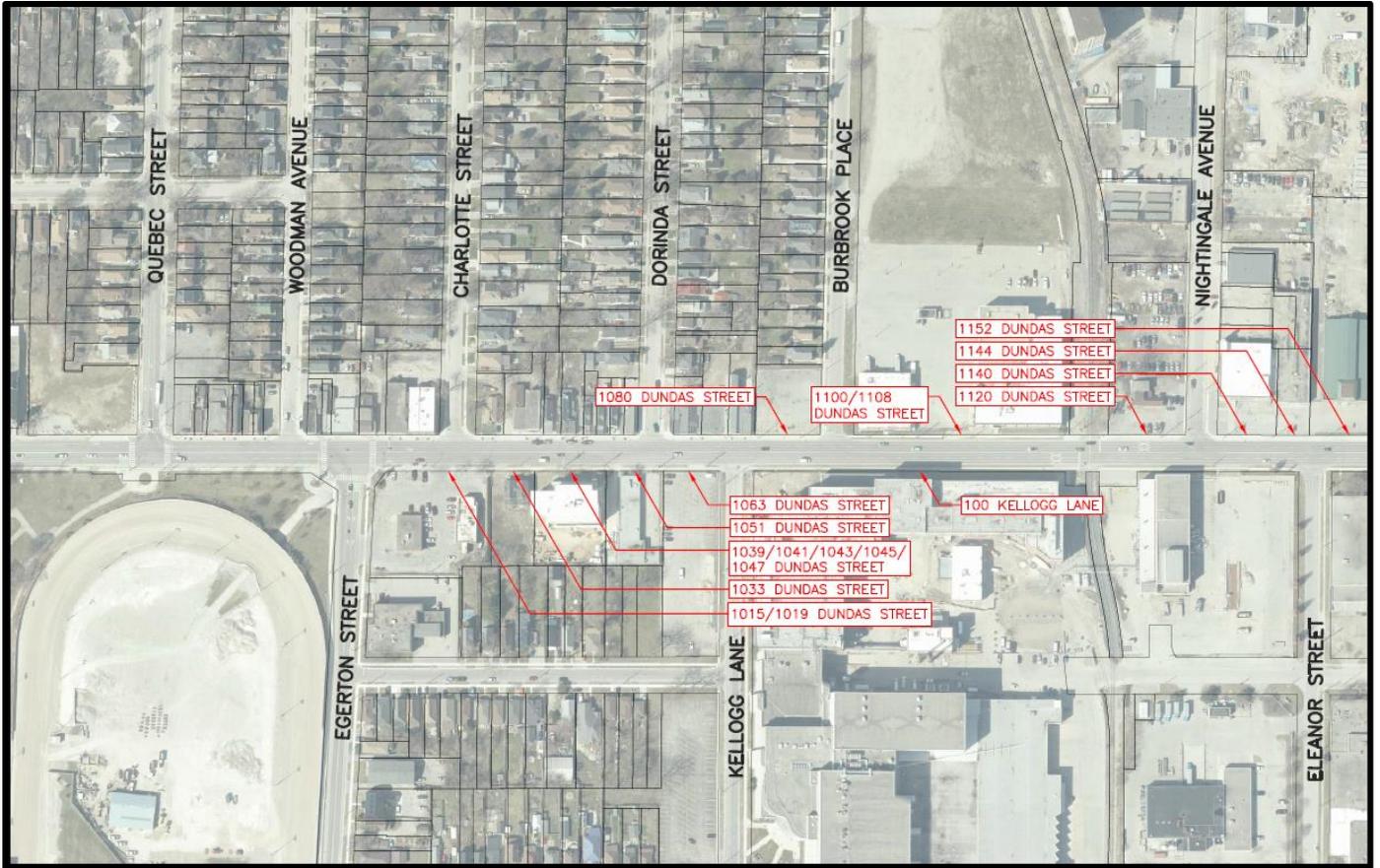
Submitted by: Bill Warner, AACI, Director, Realty Services

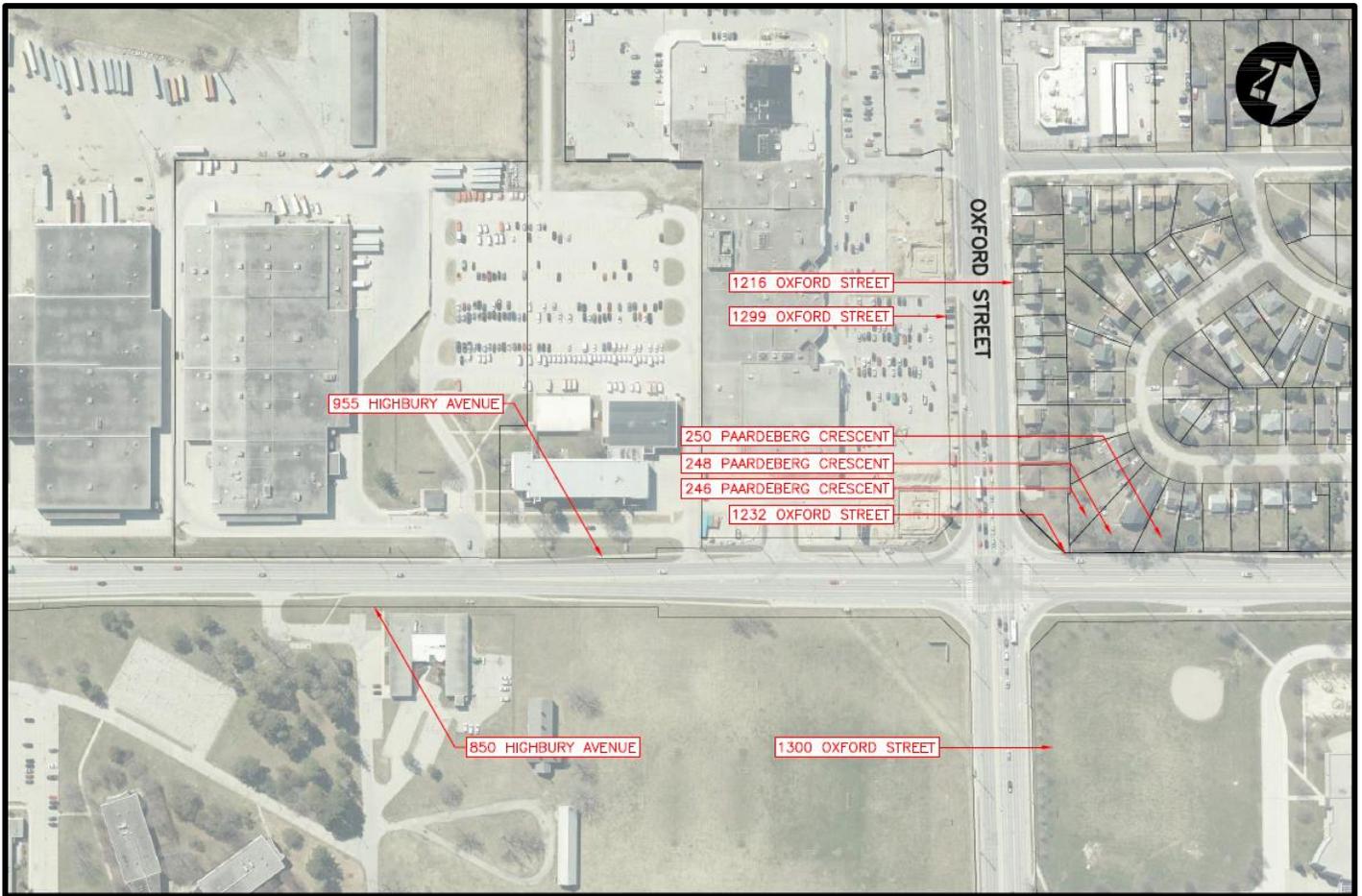
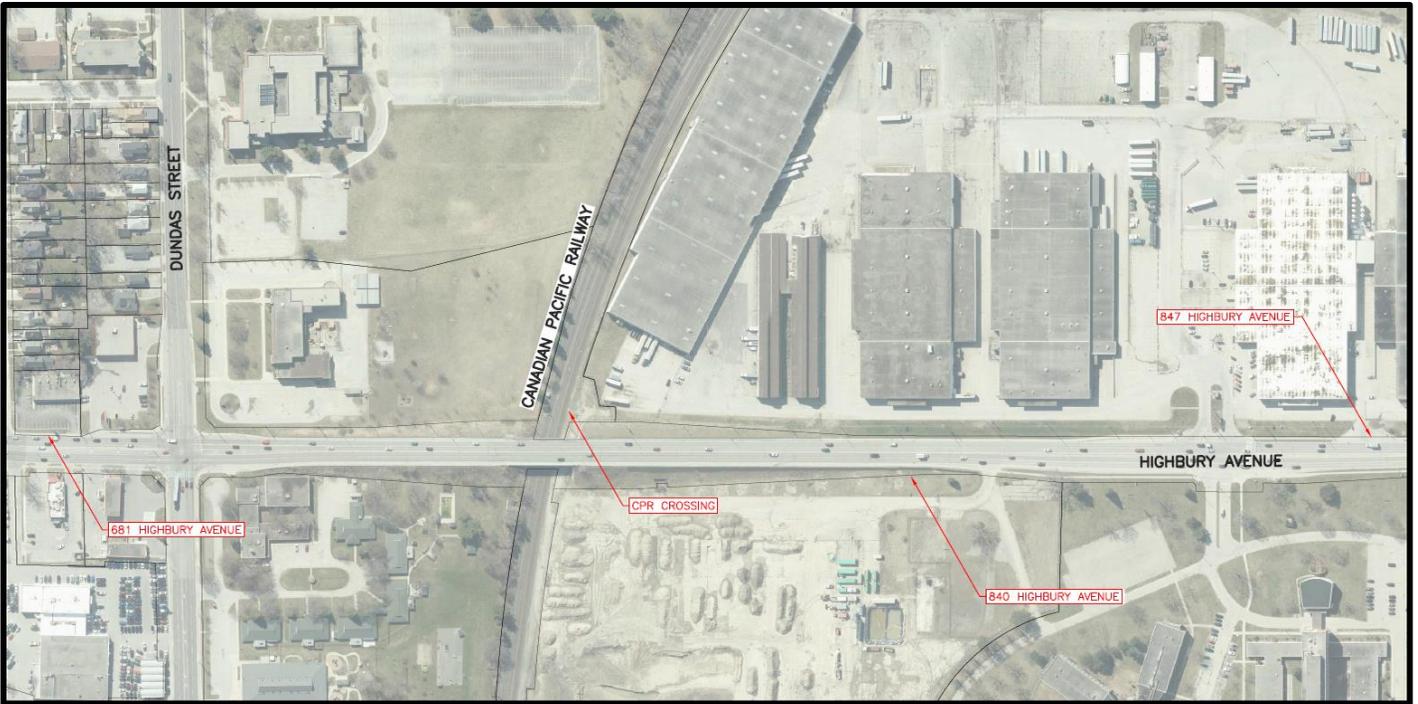
Concurred by: Jennie Dann, P. Eng., Director, Construction and Infrastructure Services

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment and Infrastructure

July 18, 2023

Schedule A - Location Map





Schedule A

Fee Simple:

1015-1019 Dundas Street

Part of Lot 17 South of Dundas Street Registered Plan 320 (3) in the City of London, County of Middlesex, designated as Part 3 Plan 33R-21423 being Part of PIN 08303-0094

1080 Dundas Street

Part of Lots 1, 2, 3 and 4, (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 1 on Reference Plan 33R-21631, being part of PIN 08288-0325

1140 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 3 Plan 33R-21499 being part of PIN 08289-0017

1144 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21499 being part of PIN 08289-0057

1152 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 7 Plan 33R-21499 being part of PIN 08289-0013

1153 - 1155 Dundas Street

Part of Lots 9 and 10, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 11 Plan 33R-21499 being part of PIN 08301-0001

1220 Dundas Street

Part of Lots 9 and 10, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 2 Plan 33R-21509 being part of PIN 08290-0175

1230 Dundas Street

Part of Lot 5, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 11 Plan 33R-21509 being part of PIN 08290-0179

1240 Dundas Street

Part of Lot 3, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 15 Plan 33R-21509 being part of PIN 08290-0181

1242 Dundas Street

Part of Lot 2, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 17 Plan 33R-21509 being part of PIN 08290-0182

1260 Dundas Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 7 on Reference Plan 33R-21638, being part of PIN 08290-0233

1232 Oxford Street

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 18, 19, 20, 21, 27, and 28 Plan 33R-21583 being part of PIN 08099-0444

1287 Dundas Street

Part of Lot 12 Registered Plan 413 (C) (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 1 Plan 33R-21510 being Part of PIN 08290-0028

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 3, 4, 5 and 9 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

Part of Lot 8, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 4 and 5 on Reference Plan 33R-21638, being part of PIN 08106-0137

246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 25 and 29 Plan 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 24, 30, and 31 Plan 33R-21583 being part of PIN 08099-0467 and Part 16, 32, 33 and 34 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 6, 7, 8, 12, and 13 Plan 33R-21587 being part of PIN 08105-0052

Limited Interest (Temporary Easement):

1015-1019 Dundas Street

Part of Lots 14,15,16, and 17 South of Dundas Street Registered Plan 320 (3) in the City of London, County of Middlesex, designated as Part 2 Plan 33R-21423 being Part of PIN 08303-0094

1080 Dundas Street

Part of Lots 1, 2, 3 and 4, (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 2 on Reference Plan 33R-21631, being part of PIN 08288-0325

1140 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 4 Plan 33R-21499 being part of PIN 08289-0017

1144 Dundas Street

Part of Block D, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 6 Plan 33R-21499 being part of PIN 08289-0057

1152 Dundas Street

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Part of Lots 9 and 10, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 1 Plan 33R-21509 being part of PIN 08290-0175

1230 Dundas Street

Part of Lot 5, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 10 Plan 33R-21509 being part of PIN 08290-0179

1240 Dundas Street

Part of Lot 3, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 14 Plan 33R-21509 being part of PIN 08290-0181

1242 Dundas Street

Part of Lot 2, Registered Plan 494 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 16 Plan 33R-21509 being part of PIN 08290-0182

1232 Oxford Street

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 6 and 7 Plan 33R-21583 being part of PIN 08099-0444

1299 Oxford Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1 and 2 Plan 33R-21588 being part of PIN 08290-0220

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1,8,10,13, and 14 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

Part of Lot 8, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 3 and 6 on Reference Plan 33R-21638, being part of PIN 08106-0137

246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 10 and 11 Plan 33R-21583 being part of PIN 08099-0467 and Part 12, 35 and 36 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, 9, 10, 11, 14, and 15 Plan 33R-21587 being part of PIN 08105-0052

Limited Interest (Permanent Easement):

1153 - 1155 Dundas Street

Part of Lot 9, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 9 and 10 Plan 33R-21499 being part of PIN 08301-0001

1181 Dundas Street

Part of Lot 2, Registered Plan 413 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 13 Plan 33R-21499 being part of PIN 08301-0003

1260 Dundas Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 8, 9, 10 and 11 on Reference Plan 33R-21638, being part of PIN 08290-0233

1299 Oxford Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, and 5 Plan 33R-21588 being part of PIN 08290-0240 and designated as Parts 4 and 6 Plan 33R-21588 being part of PIN 08290-0212

1305 Dundas Street

Part of Lots 1 and 6, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 4 Plan 33R-21527 being part of PIN 08291-0205

1331 Dundas Street

Part of Lots 4, 5, 10 and 13 and part of Block C, Registered Plan 457 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-21527 being part of PIN 08292-0001

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 6, 7, 10, 11 and 12 Plan 33R-21586 being part of PIN 08290-0220

1340 Dundas Street

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246 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1, 2, 3, 4, and 5 Plan 33R-21583 being part of PIN 08099-0468

248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 10 Plan 33R-21583 being part of PIN 08099-0467 and Part 35 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1, 4, 14 and 16 Plan 33R-21587 being part of PIN 08105-0052

681 Highbury Avenue

Part of Lot 7, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-21527 being part of PIN 08290-0035

APPENDIX "A"

Bill No.

By-law No. L.S.P.-

A By-law to expropriate lands in the City of London, in the County of Middlesex, for the East London Link Project - Phase 3.

WHEREAS the Municipal Council of The Corporation of the City of London, as Approving Authority, pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, as amended, at its meeting held on July 25, 2023, approved the expropriation of the lands and premises hereinafter described in attached Schedule "A" of this by-law:

AND WHEREAS the said Approving Authority has directed that its Certificate of Approval be issued in the prescribed form;

AND WHEREAS The Corporation of the City of London, as Expropriating Authority, at its meeting held on July 25, 2023, accepted the recommendation of Approving Authority;

BE IT THEREFORE ENACTED by the Municipal Council of The Corporation of the City of London, as follows:

1. The lands described in attached Schedule "A" of this bylaw be, and the same, are hereby expropriated pursuant to the *Expropriations Act, R.S.O. 1990, c. E. 26*, and the *Municipal Act, 2001*, as amended.
2. The appropriate municipal officials are authorized and directed to take all proper and necessary steps and proceedings including the employment of valuers, to settle by arbitration or otherwise, the amount of compensation to be paid in respect of the expropriation of the said lands, providing that the amount of compensation shall not be reached by agreement unless adopted and approved by the Municipal Council of The Corporation of the City of London.
3. The appropriate municipal officials are authorized and directed to prepare a plan or plans, as necessary, showing the lands to be expropriated for registration in the appropriate Registry of Land Titles Office, and the Mayor and the Clerk are authorized and directed to sign the plan of expropriation, all pursuant to the *Expropriations Act*.
4. The appropriate municipal officials are authorized and directed to execute and serve the Notice of Expropriation and the Notice of Possession pursuant to the *Expropriations Act*.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Josh Morgan, Mayor

Michael Schulthess, City Clerk

First Reading -
Second Reading -
Third Reading -

Schedule "A"

To By-law L.S.P.-_____

DESCRIPTION OF LANDS TO BE EXPROPRIATED FOR THE EAST LONDON LINK PROJECT

Schedule A

Fee Simple:

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Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 18, 19, 20, 21, 27, and 28 Plan 33R-21583 being part of PIN 08099-0444

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Part of Lot 12 Registered Plan 413 (C) (Geographic Township of London) in the City of London, County of Middlesex, designated as Part 1 Plan 33R-21510 being Part of PIN 08290-0028

847 Highbury Avenue

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 3, 4, 5 and 9 Plan 33R-21586 being part of PIN 08290-0220

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Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 25 and 29 Plan 33R-21583 being part of PIN 08099-0468

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Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 24, 30, and 31 Plan 33R-21583 being part of PIN 08099-0467 and Part 16, 32, 33 and 34 Plan 33R-21583 being part of PIN 08099-0446

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847 Highbury Avenue

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Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 10 and 11 Plan 33R-21583 being part of PIN 08099-0467 and Part 12, 35 and 36 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, 9, 10, 11, 14, and 15 Plan 33R-21587 being part of PIN 08105-0052

Limited Interest (Permanent Easement):

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Part of Lot 9, Registered Plan 398 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 9 and 10 Plan 33R-21499 being part of PIN 08301-0001

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Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex, designated as Parts 8, 9, 10 and 11 on Reference Plan 33R-21638, being part of PIN 08290-0233

1299 Oxford Street

Part of Lot 9, Concession 1 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 2, 3, and 5 Plan 33R-21588 being part of PIN 08290-0240 and designated as Parts 4 and 6 Plan 33R-21588 being part of PIN 08290-0212

1305 Dundas Street

Part of Lots 1 and 6, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 4 Plan 33R-21527 being part of PIN 08291-0205

1331 Dundas Street

Part of Lots 4, 5, 10 and 13 and part of Block C, Registered Plan 457 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 2 on Plan 33R-21527 being part of PIN 08292-0001

847 Highbury Avenue

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248 Paardeberg Crescent

Part of Lot 1, Registered Plan 369 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 10 Plan 33R-21583 being part of PIN 08099-0467 and Part 35 Plan 33R-21583 being part of PIN 08099-0446

1300 Oxford Street

Part of Lot 8, Concession 2 (Geographic Township of London) in the City of London, County of Middlesex designated as Parts 1, 4, 14 and 16 Plan 33R-21587 being part of PIN 08105-0052

681 Highbury Avenue

Part of Lot 7, Registered Plan 432 (C) (Geographic Township of London) in the City of London, County of Middlesex designated as Part 3 on Plan 33R-21527 being part of PIN 08290-0035

Report to the Council of The Corporation of the City of London

To: The Council of the Corporation of the City of London

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager
Environment and Infrastructure

Subject: Expropriation of Lands
Wellington Gateway Project - Phase 3 & 4

Date: July 25, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the Wellington Gateway Project, the following actions be taken:

- a) the Council of The Corporation of the City of London as Approving Authority pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, as amended, **HEREBY APPROVES** the proposed expropriation of lands, as described in Schedule "A" attached hereto, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:
 - i) the subject lands are required by The Corporation of the City of London for the Wellington Gateway Project;
 - ii) the design of the project will address the current and future transportation demands along the corridor;
 - iii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the Wellington Gateway Project approved by Municipal Council at the meeting held on May 21, 2019; and
- b) subject to the approval of (a) above, a certificate of approval **BE ISSUED** by the City Clerk on behalf of the Approving Authority in the prescribed form.

Executive Summary

The purpose of this report is to seek Municipal Council approval for the expropriation of lands required by The Corporation of the City of London for the Wellington Gateway Project, Phase 3 & 4.

Multiple property needs have been identified to accommodate the project design and legal possession is required prior to advancing utility work and awarding the construction contract.

Forty (40) properties remain outstanding. Realty Services will continue to negotiate with the outstanding property owners in parallel with the expropriation process.

Two Hearing of Necessity Requests have been received by the City Clerk's Office, as of the date of the writing of this report, with the potential for both to be withdrawn as discussions with the owners and their legal representative's progress.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of Mobility and Transportation by building new transportation infrastructure as London grows. The improvements to this corridor will enhance safety and provide convenient mobility choices for transit, automobiles, pedestrians and cyclists.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Civic Works Committee – July 21, 2014 – Rapid Transit Corridors Environmental Assessment Study Appointment of Consulting Engineer;
- Strategic Priorities and Policy Committee – July 24, 2017 – Rapid Transit Master Plan and Business Case;
- Strategic Priorities and Policy Committee – April 23, 2018 – Bus Rapid Transit Environmental Assessment Initiative;
- Civic Works Committee – March 14, 2019 – History of London's Rapid Transit Initiative; and
- Strategic Priorities and Policy Committee – March 25, 2019 – Investing in Canada Infrastructure Program, Public Transit Stream, Transportation Projects for Submission;
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- Civic Works Committee – January 7, 2020 – Downtown Loop and Municipal Infrastructure Improvements Appointment of Consulting Engineer
- Civic Works Committee – August 11, 2020 – East London Link Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer
- Civic Works Committee – August 11, 2020 – Wellington Gateway Transit and Municipal Infrastructure Improvements – Appointment of Consulting Engineer

2.0 Discussion and Considerations

2.1 Background

The Wellington Gateway Project will revitalize approximately six kilometres of key arterial road between Downtown and Highway 401. The project will widen Wellington Road to add continuous transit-only lanes. The goal is to improve traffic capacity and increase transit frequency and reliability while also addressing necessary underground work, including replacing aging sewers and underground infrastructure.

The project has received Provincial approval of the Environmental Assessment (EA) which identified requirements for property acquisitions.

Due to the growing use of these roads and developments in the area, combined with operational needs to improve safety and support for all travel modes, the Wellington Gateway Project was identified as a priority to deliver a critical component of London's rapid transit system, a central component of London's land use and transportation policy.

Figure 1: Wellington Gateway Project Limits and Design Segments



Figure 1 illustrates the limits of the Wellington Gateway project and its four construction phases.

2.2 Anticipated Construction Timeline

The Wellington Gateway is planned for construction from 2023 and 2027 with a phased approach.

The first phase of construction began this year building Wellington Street from York Street to just north of Clarks Bridge over the Thames River.

The second year of Wellington Gateway construction is scheduled to begin in 2024 subject to property acquisition and other approvals. Design Phases 3 and 4 will build Wellington Road from Exeter Road north to Wilkins Street. Some utility relocations and tree removals will be completed prior to capital construction. See Figure 1.

Negotiations with all property owners in Phases 3 and 4 have been ongoing since late spring / summer 2022. As legal possession of all property requirements will be needed to commence utility work and award a construction contract, the expropriation of all outstanding property is necessary. The legal possession requirements consist of 1 full buyout, 15 partial takings, 20 permanent easements, and 42 temporary easements.

Realty Services continues to negotiate with the outstanding property owners in parallel with the Council approval to proceed with the expropriation process to meet the project construction timelines.

Location Maps and legal descriptions of outstanding property requirements are included as Schedule A.

3.0 Financial Implications and Considerations

3.1 Compensation for Land Acquisition

Impacted property owner's compensation is protected through the expropriation legislation and Council Property Acquisition Policy. If negotiated property compensation settlements can not be achieved on an amicable basis, the compensation may be arbitrated through the Ontario Land Tribunal.

There is budget available for Wellington Gateway land acquisition costs relating to Phase 3 and 4 property acquisitions.

Conclusion

Construction of Wellington Gateway Phases 3 and 4 are scheduled for 2024 subject to property acquisition and other approvals. Property acquisitions need to be secured prior to commencing advance utility work and awarding the construction contract.

Commencement of the expropriation process is recommended at this time to ensure project timelines are achieved.

Realty Services will continue to negotiate with the outstanding property owners in parallel with the expropriation process.

Prepared by: Ron Sanderson, AACI, Manager II, Realty Services

Submitted by: Bill Warner, AACI, Director, Realty Services

Concurred by: Jennie Dann, P. Eng., Director, Construction and Infrastructure Services

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment and Infrastructure

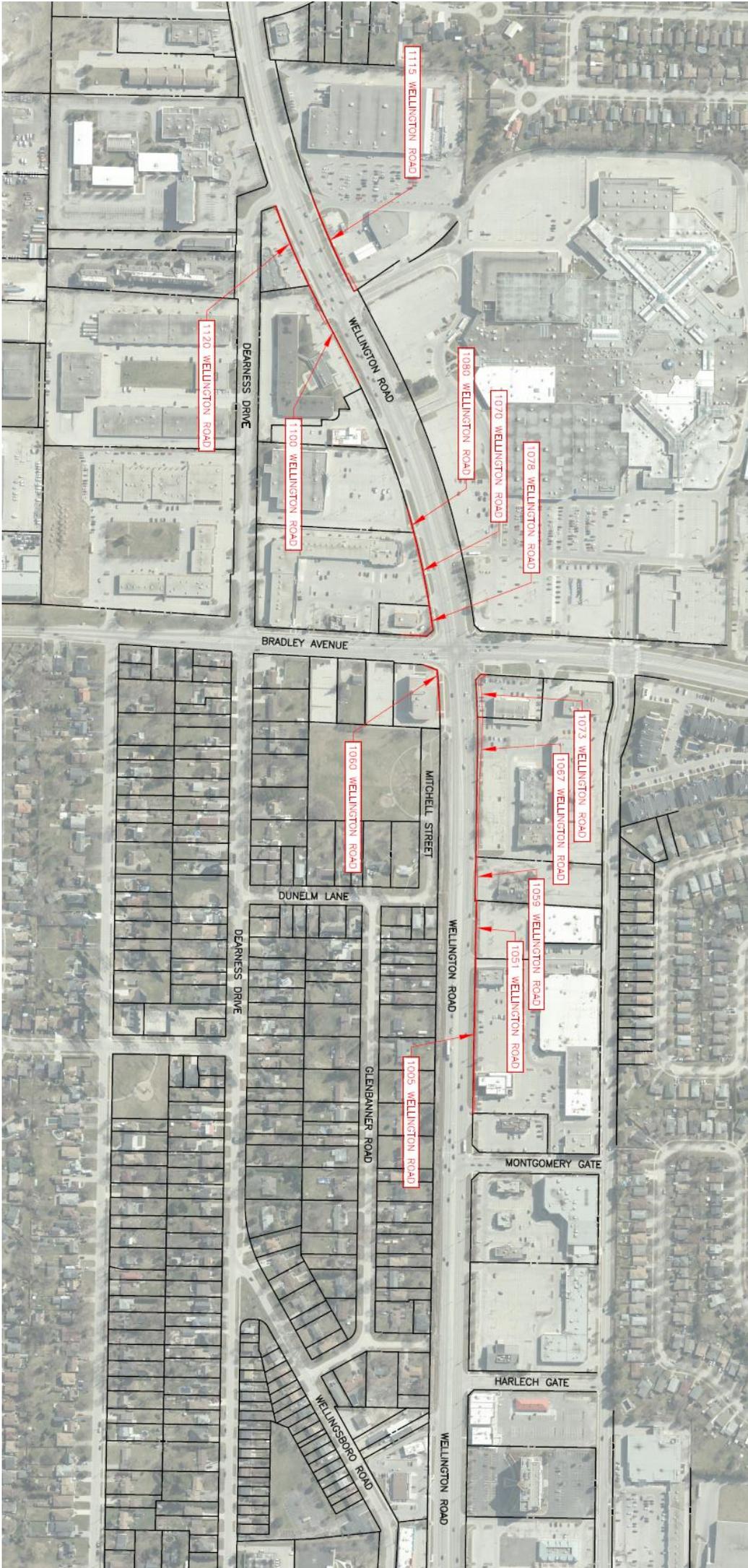
July 18, 2023

Schedule A - Location Maps

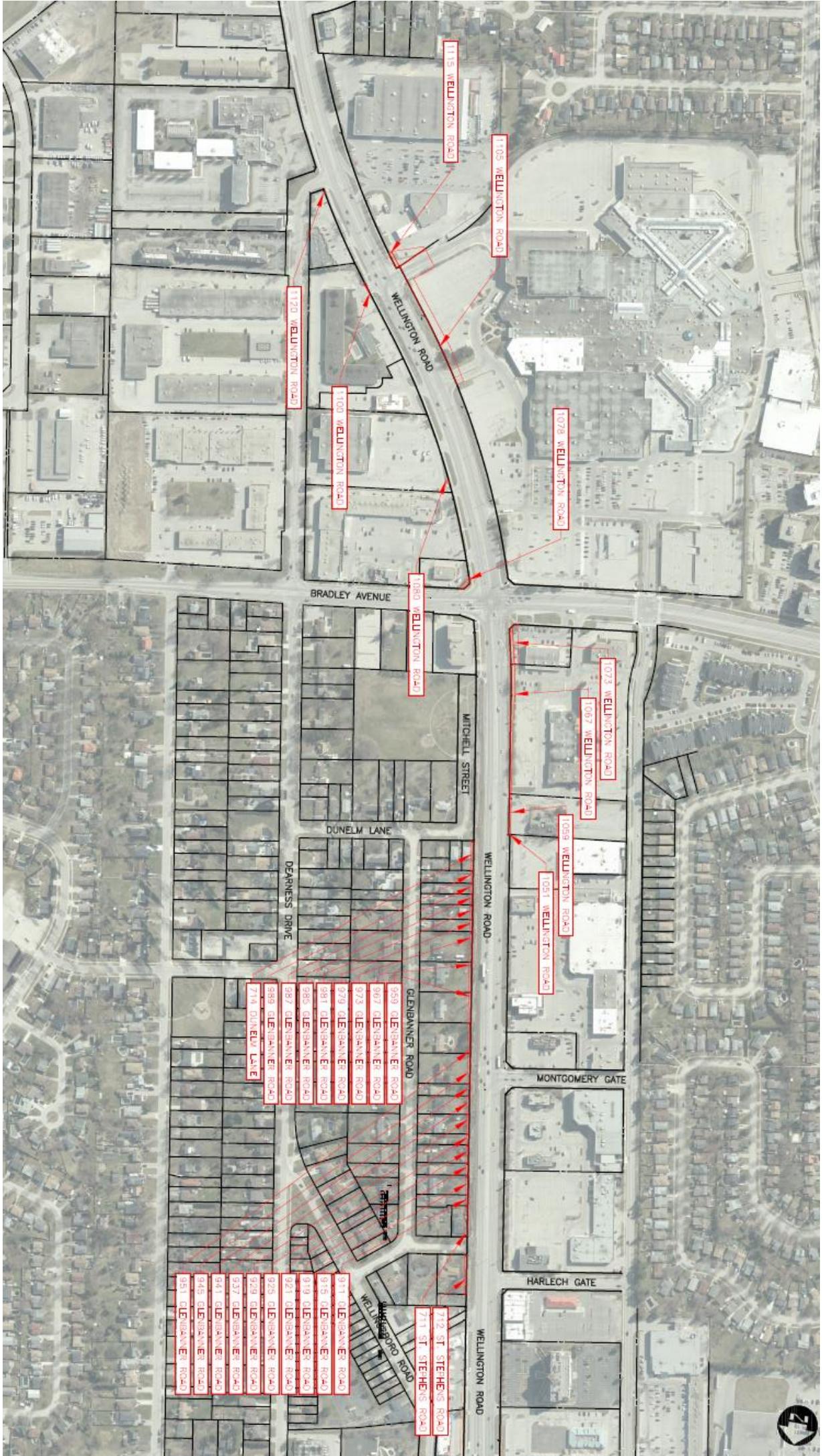
PHASE 3



PHASE 4



PHASE 4



Schedule A

Fee Simple:

615 Wellington Road:

Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 1, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 3, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21500 being part of PIN 08466-0024

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663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 9, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

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835 Wellington Road:

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840 Wellington Road:

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850-870 Wellington Road:

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1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21522 being part of PIN 08493-0278

1070 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 11 and 12, Plan 33R-21522 being part of PIN 08485-0001

1073 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21519 being part of PIN 08494-0336

1078 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 8, Plan 33R-21522 being part of PIN 08485-0185

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 20, 21, 22 and 23, Plan 33R-21547 being part of PIN 08495-0273

1115 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 8 and 15, Plan 33R-21547 being part of PIN 08485-0251

1241 Wellington Road:

Lot 4, Plan 880, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0016, Part Block A, RP 653 and Part Lot 24, Concession 2, designated as Part 1 on 33R-11797, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0198.

Limited Interest (Permanent Easement):

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21533 being part of PIN 08493-0011

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 12, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 18, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 21, Plan 33R-21533 being part of PIN 08493-0017

929 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 24, Plan 33R-21533 being part of PIN 08493-0018

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 27, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 30, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 36, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 38, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 42, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 45, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 46, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 51, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 54, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 57, Plan 33R-21533 being part of PIN 08493-0284

1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 15 and 16, Plan 33R-21522 being part of PIN 08485-0002

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2, 4 and 5 , Plan 33R-21547 being part of PIN 08495-0273

1120 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21516 being part of PIN 08485-0004

Limited Interest (Temporary Easement):

615 Wellington Road:

Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 2, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21500 being part of PIN 08466-0024

655 Wellington Road:

Part of Lots 1 & 2, on Registered Plan 635, in the City of London, County of Middlesex designated as Part 8 on Plan 33R-21500 being part of PIN 08466-0025

663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 10, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21504 being part of PIN 08471-0027

835 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 2, Plan 33R-21504 being part of PIN 08471-0028

840 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-643-377, Registered as Inst. No. 170662) in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21504 being part of PIN 08493-0001 and Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21504 being part of PIN 08493-0002

850-870 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 9, 10 and 11, Plan 33R-21504 being part of PIN 08493-0003

855 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2 and 3, Plan 33R-21546 being part of PIN 08494-0344

977 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21575 being part of PIN 08494-0342

993 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21575 being part of PIN 08494-0341

1001 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21582 being part of PIN 08494-0340

1005 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 3 and 8, Plan 33R-21582 being part of PIN 08494-0339

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 5 and 6, Plan 33R-21533 being part of PIN 08493-0011

712 St. Stephens Road:

Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21575 being part of PIN 08493-0259 and Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 3, 4 and 5, Plan 33R-21575 being part of PIN 08493-0260

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 10 and 11, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 16 and 17, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 19 and 20, Plan 33R-21533 being part of PIN 08493-0017

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 25 and 26, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 28 and 29, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 34 and 35, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 37 and 39, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 40 and 41, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 43 and 44, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 47 and 48, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 49 and 50, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lots 39 and 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 52 and 53, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 55 and 56, Plan 33R-21533 being part of PIN 08493-0284

1051 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5, Plan 33R-21582 being part of PIN 08494-0338

1059 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 6 and 7, Plan 33R-21582 being part of PIN 08494-0337

1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 4, 5 and 6, Plan 33R-21522 being part of PIN 08493-0278

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1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 14, 15 and 17, Plan 33R-21522 being part of PIN 08485-0002

1090 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 1, Plan 33R-21580 being Plan of Survey by Callon Dietz dated March 6, 2023 Plan No. DDD-4157, being part of PIN 08485-0248

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 1 and 3, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

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Report to the Council of The Corporation of the City of London

To: The Council of the Corporation of the City of London

From: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager
Environment and Infrastructure

Subject: Expropriation of Lands
Wellington Gateway Project Phase 3 & 4

Date: July 25, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the Wellington Gateway Project, the following actions be taken:

- a) the proposed bylaw attached as Appendix “A” being “A by-law to expropriate lands in the City of London, in the County of Middlesex, the Wellington Gateway Project: **BE INTRODUCED** at the Municipal Council meeting to be held on July 25, 2023;
- b) the Civic Administration **BE DIRECTED** to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk **BE AUTHORIZED** to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk **BE AUTHORIZED AND DIRECTED** to execute and serve the notices of expropriation required by the *Expropriations Act, R.S.O. 1990, c. E.26* and such notices of possession that may be required to obtain possession of the Expropriated Lands.

Executive Summary

The purpose of this report is to seek Municipal Council approval for the expropriation of lands required by The Corporation of the City of London for the Wellington Gateway Project, Phase 3 & 4.

Multiple property needs have been identified to accommodate the project design and legal possession is required prior to advancing utility work and awarding the construction contract. Forty (40) properties remain outstanding. Realty Services will continue to negotiate with the outstanding property owners in parallel with the expropriation process.

Two Hearing of Necessity Requests have been received by the Clerk’s office, as of the date of the writing of this report, with the potential for both to be withdrawn as discussions with the owners and their legal representative’s progress.

Linkage to the Corporate Strategic Plan

The following report supports the Strategic Plan through the strategic focus area of Mobility and Transportation by building new transportation infrastructure as London grows. The improvements to this corridor will enhance safety and provide convenient mobility choices for transit, automobiles, pedestrians and cyclists.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Civic Works Committee – June 19, 2012 – London 2030 Transportation Master Plan;
- Civic Works Committee – July 21, 2014 – Rapid Transit Corridors Environmental Assessment Study Appointment of Consulting Engineer;
- Strategic Priorities and Policy Committee – July 24, 2017 – Rapid Transit Master Plan and Business Case;
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2.0 Discussion and Considerations

2.1 Background

The Wellington Gateway Project will revitalize approximately six kilometres of key arterial road between Downtown and Highway 401. The project will widen Wellington Road to add continuous transit-only lanes. The goal is to improve traffic capacity and increase transit frequency and reliability while also addressing necessary underground work, including replacing aging sewers and underground infrastructure.

The project has received Provincial approval of the Environmental Assessment (EA) which identified requirements for property acquisitions.

Due to the growing use of these roads and developments in the area, combined with operational needs to improve safety and support for all travel modes, the Wellington Gateway Project was identified as a priority to deliver a critical component of London’s rapid transit system, a central component of London’s land use and transportation policy.

Figure 1: Wellington Gateway Project Limits and Design Segments



Figure 1 illustrates the limits of the Wellington Gateway project and its four construction phases.

2.2 Anticipated Construction Timeline

The Wellington Gateway is planned for construction from 2023 and 2027 with a phased approach.

The first phase of construction began this year building Wellington Street from York Street to just north of Clarks Bridge over the Thames River.

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Impacted property owner's compensation is protected through the expropriation legislation and Council Property Acquisition Policy. If negotiated property compensation settlements can not be achieved on an amicable basis, the compensation may be arbitrated through the Ontario Land Tribunal.

There is budget available for Wellington Gateway land acquisition costs relating to Phase 3 and 4 property acquisitions.

Conclusion

Construction of Wellington Gateway Phases 3 and 4 are scheduled for 2024 subject to property acquisition and other approvals. Property acquisitions need to be secured prior to commencing advance utility work and awarding the construction contract.

Commencement of the expropriation process is recommended at this time to ensure project timelines are achieved.

Realty Services will continue to negotiate with the outstanding property owners in parallel with the expropriation process.

Prepared by: Ron Sanderson, AACI, Manager II, Realty Services

Submitted by: Bill Warner, AACI, Director, Realty Services

Concurred by: Jennie Dann, P. Eng., Director, Construction and Infrastructure Services

Recommended by: Kelly Scherr, P. Eng., MBA, FEC, Deputy City Manager, Environment and Infrastructure

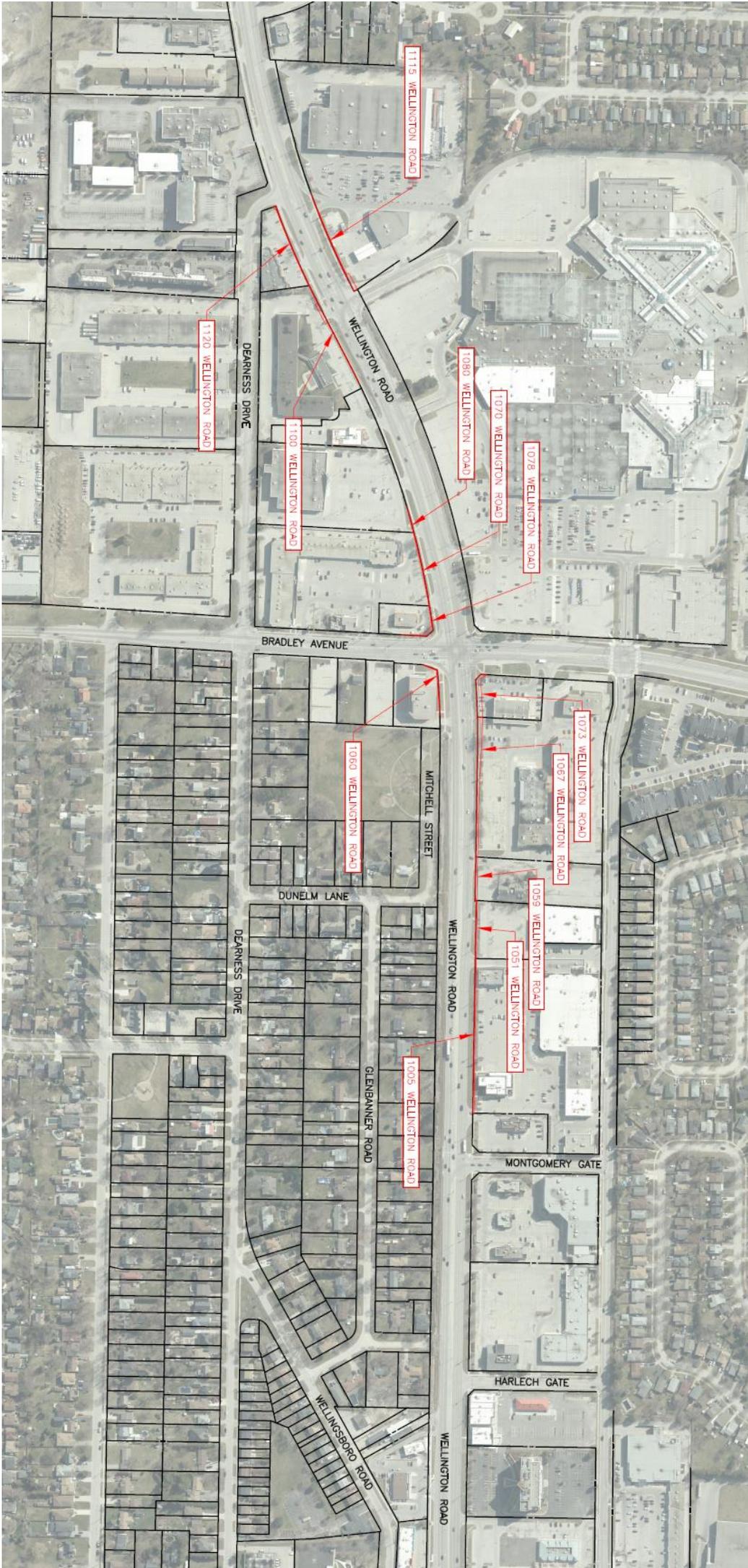
July 18, 2023

Schedule A - Location Maps

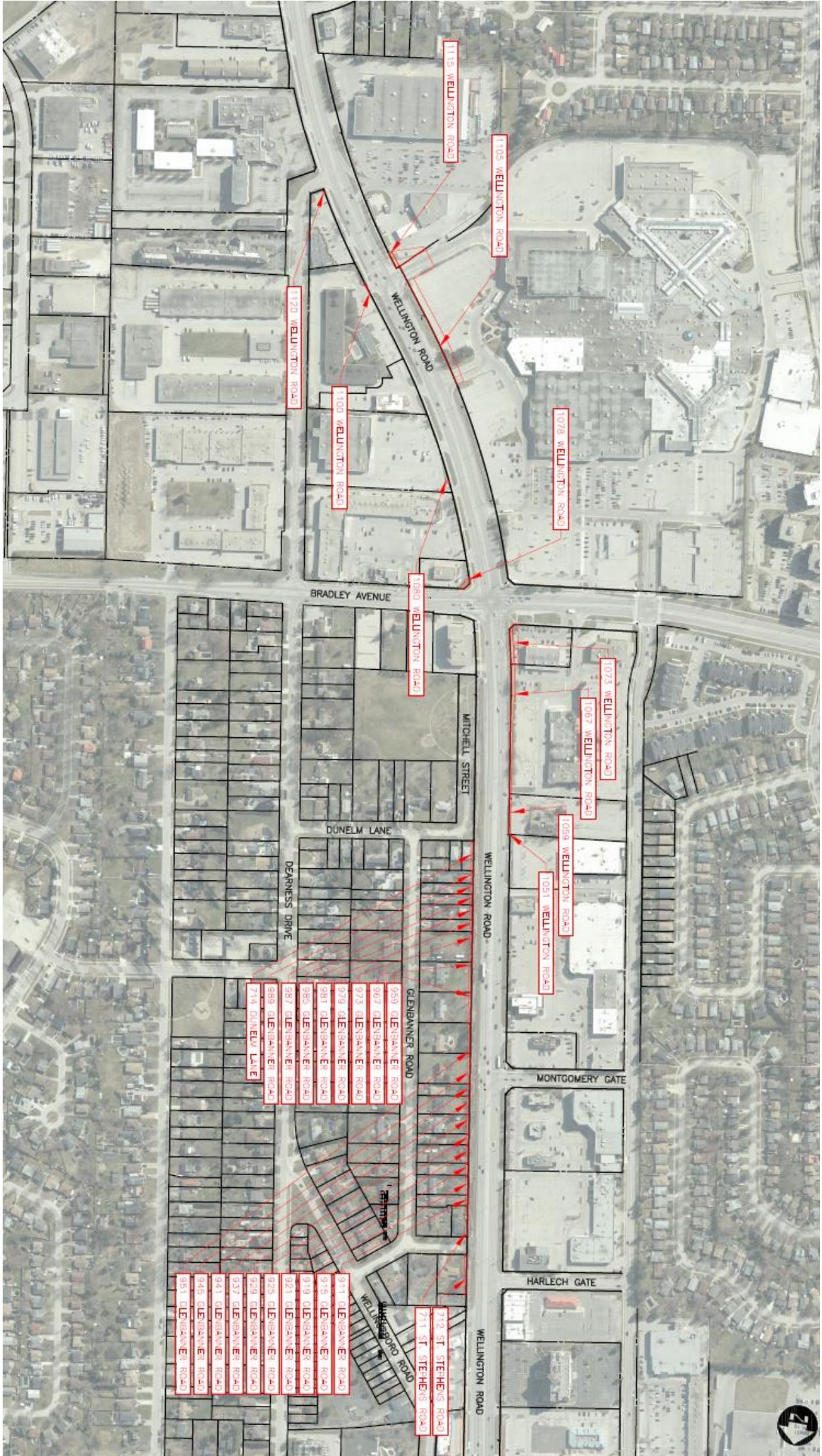
PHASE 3



PHASE 4



PHASE 4



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Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 1, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 3, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21500 being part of PIN 08466-0024

655 Wellington Road:

Part of Lots 1 & 2, on Registered Plan 635, in the City of London, County of Middlesex designated as Part 7 on Plan 33R-21500 being part of PIN 08466-0025

663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 9, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 3, Plan 33R-21504 being part of PIN 08471-0027

835 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 1, Plan 33R-21504 being part of PIN 08471-0028

840 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21504 being part of PIN 08493-0002

850-870 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 8, Plan 33R-21504 being part of PIN 08493-0003

1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21522 being part of PIN 08493-0278

1070 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 11 and 12, Plan 33R-21522 being part of PIN 08485-0001

1073 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21519 being part of PIN 08494-0336

1078 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 8, Plan 33R-21522 being part of PIN 08485-0185

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 20, 21, 22 and 23, Plan 33R-21547 being part of PIN 08495-0273

1115 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 8 and 15, Plan 33R-21547 being part of PIN 08485-0251

1241 Wellington Road:

Lot 4, Plan 880, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0016, Part Block A, RP 653 and Part Lot 24, Concession 2, designated as Part 1 on 33R-11797, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0198.

Limited Interest (Permanent Easement):

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21533 being part of PIN 08493-0011

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 12, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 18, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 21, Plan 33R-21533 being part of PIN 08493-0017

929 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 24, Plan 33R-21533 being part of PIN 08493-0018

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 27, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 30, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 36, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 38, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 42, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 45, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 46, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 51, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 54, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 57, Plan 33R-21533 being part of PIN 08493-0284

1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 15 and 16, Plan 33R-21522 being part of PIN 08485-0002

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2, 4 and 5 , Plan 33R-21547 being part of PIN 08495-0273

1120 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21516 being part of PIN 08485-0004

Limited Interest (Temporary Easement):

615 Wellington Road:

Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 2, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21500 being part of PIN 08466-0024

655 Wellington Road:

Part of Lots 1 & 2, on Registered Plan 635, in the City of London, County of Middlesex designated as Part 8 on Plan 33R-21500 being part of PIN 08466-0025

663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 10, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21504 being part of PIN 08471-0027

835 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 2, Plan 33R-21504 being part of PIN 08471-0028

840 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-643-377, Registered as Inst. No. 170662) in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21504 being part of PIN 08493-0001 and Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21504 being part of PIN 08493-0002

850-870 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 9, 10 and 11, Plan 33R-21504 being part of PIN 08493-0003

855 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2 and 3, Plan 33R-21546 being part of PIN 08494-0344

977 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21575 being part of PIN 08494-0342

993 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21575 being part of PIN 08494-0341

1001 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21582 being part of PIN 08494-0340

1005 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 3 and 8, Plan 33R-21582 being part of PIN 08494-0339

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 5 and 6, Plan 33R-21533 being part of PIN 08493-0011

712 St. Stephens Road:

Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21575 being part of PIN 08493-0259 and Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 3, 4 and 5, Plan 33R-21575 being part of PIN 08493-0260

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 10 and 11, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 16 and 17, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 19 and 20, Plan 33R-21533 being part of PIN 08493-0017

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 25 and 26, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 28 and 29, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 34 and 35, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 37 and 39, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 40 and 41, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 43 and 44, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 47 and 48, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 49 and 50, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lots 39 and 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 52 and 53, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 55 and 56, Plan 33R-21533 being part of PIN 08493-0284

1051 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5, Plan 33R-21582 being part of PIN 08494-0338

1059 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 6 and 7, Plan 33R-21582 being part of PIN 08494-0337

1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 4, 5 and 6, Plan 33R-21522 being part of PIN 08493-0278

1070 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 10 and 13, Plan 33R-21522 being part of PIN 08485-0001

1073 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 1, Plan 33R-21519 being part of PIN 08494-0336

1078 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 9, Plan 33R-21522 being part of PIN 08485-0185

1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 14, 15 and 17, Plan 33R-21522 being part of PIN 08485-0002

1090 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 1, Plan 33R-21580 being Plan of Survey by Callon Dietz dated March 6, 2023 Plan No. DDD-4157, being part of PIN 08485-0248

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 1 and 3, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 1, 2, 3, 4, 5, 6 and 7, Plan 33R-21547 being part of PIN 08495-0273

1115 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 9, 10, 11, 12, 13, 14, 16, 17, 18 and 19 Plan 33R-21547 being part of PIN 08495-0251

1120 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 4 and 5 Plan 33R-21516 being part of PIN 08485-0004

APPENDIX "A"

Bill No.

By-law No. L.S.P.-

A By-law to expropriate lands in the City of London, in the County of Middlesex, for the Wellington Gateway Project - Phase 4 & 5.

WHEREAS the Municipal Council of The Corporation of the City of London, as Approving Authority, pursuant to the *Expropriations Act, R.S.O. 1990, c. E.26*, as amended, at its meeting held on April 25, 2023, approved the expropriation of the lands and premises hereinafter described in attached Schedule "A" of this by-law:

AND WHEREAS the said Approving Authority has directed that its Certificate of Approval be issued in the prescribed form;

AND WHEREAS The Corporation of the City of London, as Expropriating Authority, at its meeting held on April 25, 2023, accepted the recommendation of Approving Authority;

BE IT THEREFORE ENACTED by the Municipal Council of The Corporation of the City of London, as follows:

1. The lands described in attached Schedule "A" of this bylaw be, and the same, are hereby expropriated pursuant to the *Expropriations Act, R.S.O. 1990, c. E. 26*, and the *Municipal Act, 2001*, as amended.
2. The appropriate municipal officials are authorized and directed to take all proper and necessary steps and proceedings including the employment of valuers, to settle by arbitration or otherwise, the amount of compensation to be paid in respect of the expropriation of the said lands, providing that the amount of compensation shall not be reached by agreement unless adopted and approved by the Municipal Council of The Corporation of the City of London.
3. The appropriate municipal officials are authorized and directed to prepare a plan or plans, as necessary, showing the lands to be expropriated for registration in the appropriate Registry of Land Titles Office, and the Mayor and the Clerk are authorized and directed to sign the plan of expropriation, all pursuant to the *Expropriations Act*.
4. The appropriate municipal officials are authorized and directed to execute and serve the Notice of Expropriation and the Notice of Possession pursuant to the *Expropriations Act*.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Josh Morgan, Mayor

Michael Schulthess, City Clerk

First Reading -
Second Reading -
Third Reading –

Schedule "A"

To By-law L.S.P.-_____

DESCRIPTION OF LANDS TO BE EXPROPRIATED FOR THE WELLINGTON GATEWAY PROJECT

Fee Simple:

615 Wellington Road:

Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 1, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 3, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21500 being part of PIN 08466-0024

655 Wellington Road:

Part of Lots 1 & 2, on Registered Plan 635, in the City of London, County of Middlesex designated as Part 7 on Plan 33R-21500 being part of PIN 08466-0025

663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 9, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 3, Plan 33R-21504 being part of PIN 08471-0027

835 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 1, Plan 33R-21504 being part of PIN 08471-0028

840 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21504 being part of PIN 08493-0002

850-870 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 8, Plan 33R-21504 being part of PIN 08493-0003

1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21522 being part of PIN 08493-0278

1070 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 11 and 12, Plan 33R-21522 being part of PIN 08485-0001

1073 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21519 being part of PIN 08494-0336

1078 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 8, Plan 33R-21522 being part of PIN 08485-0185

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 2, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 20, 21, 22 and 23, Plan 33R-21547 being part of PIN 08495-0273

1115 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 8 and 15, Plan 33R-21547 being part of PIN 08485-0251

1241 Wellington Road:

Lot 4, Plan 880, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0016, Part Block A, RP 653 and Part Lot 24, Concession 2, designated as Part 1 on 33R-11797, Geographic Township of Westminster, in the City of London, County of Middlesex, being all of PIN 08485-0198.

Limited Interest (Permanent Easement):

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21533 being part of PIN 08493-0011

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 12, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 18, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 21, Plan 33R-21533 being part of PIN 08493-0017

929 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 24, Plan 33R-21533 being part of PIN 08493-0018

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 27, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 30, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 36, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 38, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 42, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 45, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 46, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 51, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 54, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Part 57, Plan 33R-21533 being part of PIN 08493-0284

1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 15 and 16, Plan 33R-21522 being part of PIN 08485-0002

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2, 4 and 5 , Plan 33R-21547 being part of PIN 08495-0273

1120 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5 Plan 33R-21516 being part of PIN 08485-0004

Limited Interest (Temporary Easement):

615 Wellington Road:

Part of Lot 7, Registered Plan 635 in the City of London, County of Middlesex designated as Part 2, Plan 33R-21500 being part of PIN 08470-0080

647 Wellington Road:

Part of Lots 2 and 3, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21500 being part of PIN 08466-0024 and Part of Lot 2, Registered Plan 635 in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21500 being part of PIN 08466-0024

655 Wellington Road:

Part of Lots 1 & 2, on Registered Plan 635, in the City of London, County of Middlesex designated as Part 8 on Plan 33R-21500 being part of PIN 08466-0025

663 Wellington Road:

Part of Lot 25, Concession 1 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 10, Plan 33R-21500 being part of PIN 08466-0026

825 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 4, Plan 33R-21504 being part of PIN 08471-0027

835 Wellington Road:

Part of Lot 24, Concession 1 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-1015-373, Registered as Inst. No. 236473) in the City of London, County of Middlesex, designated as Part 2, Plan 33R-21504 being part of PIN 08471-0028

840 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) being Part of the Forced Road Allowance also known as Wellington Rd (Closed by By-Law S-643-377, Registered as Inst. No. 170662) in the City of London, County of Middlesex, designated as Part 5, Plan 33R-21504 being part of PIN 08493-0001 and Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21504 being part of PIN 08493-0002

850-870 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 9, 10 and 11, Plan 33R-21504 being part of PIN 08493-0003

855 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 2 and 3, Plan 33R-21546 being part of PIN 08494-0344

977 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 6, Plan 33R-21575 being part of PIN 08494-0342

993 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Part 7, Plan 33R-21575 being part of PIN 08494-0341

1001 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21582 being part of PIN 08494-0340

1005 Wellington Road:

Part of Lot 25, Concession 2 (Geographic Township of Westminster) in the City of London, County of Middlesex, designated as Parts 3 and 8, Plan 33R-21582 being part of PIN 08494-0339

711 St. Stephens Road:

Part of Lot 29, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 5 and 6, Plan 33R-21533 being part of PIN 08493-0011

712 St. Stephens Road:

Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1 and 2, Plan 33R-21575 being part of PIN 08493-0259 and Part of Lot 1, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 3, 4 and 5, Plan 33R-21575 being part of PIN 08493-0260

915 Glenbanner Road:

Part of Lot 30, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 10 and 11, Plan 33R-21533 being part of PIN 08493-0014

921 Glenbanner Road:

Part of Lot 31, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 16 and 17, Plan 33R-21533 being part of PIN 08493-0016

925 Glenbanner Road:

Part of Lot 32, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 19 and 20, Plan 33R-21533 being part of PIN 08493-0017

937 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 25 and 26, Plan 33R-21533 being part of PIN 08493-0019

941 Glenbanner Road:

Part of Lot 33, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 28 and 29, Plan 33R-21533 being part of PIN 08493-0020

951 Glenbanner Road:

Part of Lot 35, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 34 and 35, Plan 33R-21533 being part of PIN 08493-0022

959 Glenbanner Road:

Part of Lot 36, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 37 and 39, Plan 33R-21533 being part of PIN 08493-0023

967 Glenbanner Road:

Part of Lot 37, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 40 and 41, Plan 33R-21533 being part of PIN 08493-0024

973 Glenbanner Road:

Part of Lot 38, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 43 and 44, Plan 33R-21533 being part of PIN 08493-0025

979 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 47 and 48, Plan 33R-21533 being part of PIN 08493-0281

981 Glenbanner Road:

Part of Lot 39, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 49 and 50, Plan 33R-21533 being part of PIN 08493-0282

985 Glenbanner Road:

Part of Lots 39 and 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 52 and 53, Plan 33R-21533 being part of PIN 08493-0283

987 Glenbanner Road:

Part of Lot 40, Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 55 and 56, Plan 33R-21533 being part of PIN 08493-0284

1051 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 5, Plan 33R-21582 being part of PIN 08494-0338

1059 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 6 and 7, Plan 33R-21582 being part of PIN 08494-0337

1060 Wellington Road:

Part of Mitchell Street (Closed by By-Law S-3697-586, Registered as Inst. No. LT357133), Registered Plan 746 in the City of London, County of Middlesex, designated as Parts 1, 2, 3, 4, 5 and 6, Plan 33R-21522 being part of PIN 08493-0278

1070 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 10 and 13, Plan 33R-21522 being part of PIN 08485-0001

1073 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 1, Plan 33R-21519 being part of PIN 08494-0336

1078 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 9, Plan 33R-21522 being part of PIN 08485-0185

1080 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 14, 15 and 17, Plan 33R-21522 being part of PIN 08485-0002

1090 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Part 1, Plan 33R-21580 being Plan of Survey by Callon Dietz dated March 6, 2023 Plan No. DDD-4157, being part of PIN 08485-0248

1100 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 1 and 3, Plan 33R-21516 being part of PIN 08485-0249

1105 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 1, 2, 3, 4, 5, 6 and 7, Plan 33R-21547 being part of PIN 08495-0273

1115 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 9, 10, 11, 12, 13, 14, 16, 17, 18 and 19 Plan 33R-21547 being part of PIN 08495-0251

1120 Wellington Road:

Part of Lot 25, Concessions 2 (Geographic Township of Westminster) in the City of London, County of Middlesex designated as Parts 4 and 5 Plan 33R-21516 being part of PIN 08485-0004



July 21st, 2023

Atten to: London City Council

I would like to take this opportunity to express the Market's perspective over the impending decision regarding remote work for City employees. The over 40 small businesses within the Market, much like many, have had a significant hit post pandemic. We are in the stages of recovery and trying to build back, however without employees returning to work on a full-time basis in the Downtown, we continue to be affected negatively in regards to our parking revenue and also the amount of people coming into the Market and overall sales of the Market.

With a significant portion of employees staying at home, we are missing the "feet on the streets" and people walking through the Market, picking up their morning coffee, grabbing lunch and also picking up groceries before they head back home. The Market is an anchor to our Downtown and its overall success is essential. I understand it is a difficult decision with many implications but the decision for employees to stay at home has a great economic impact for the Market which houses over 40 businesses.

Overall, keeping our Downtown core vibrant, activated and full of working professionals is necessary for a thriving community.

We appreciate your consideration regarding this decision.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy', is written below the word 'Sincerely,'.

Amy Shackleton
General Manager/CEO
Covent Garden Market

From: Barbara Maly <barbara@downtownlondon.ca>

Date: July 21, 2023 at 3:26:11 PM EDT

To: "Schulthess, Michael" <mschulth@london.ca>

Cc: Scott Andrew Collyer

Subject: [EXTERNAL] City Council - July 25 - City Master Accommodations Plan

On behalf of Downtown London - LDBA please add this email correspondence to the agenda for July 25, 2023 Council Meeting.

LDBA supports the full-time return to the office for Building and Planning department staff and ending the rotating work-from-home arrangements. This would assist in bringing back the needed foot traffic and would support our members' recovery efforts, having more workers return full-time to their offices.

Additionally, as we encourage more new developments, adaptive reuses and future revitalization of London's downtown while also reaching our goal of building 47,000 new residential units in London, it will be more important than ever to ensure continuity, as well as quick and responsive communications to expedite approval processes. This is most effective when City staff and developers/investors know they can easily set up meetings any day of the work week and have face-to-face conversations in order to respond quickly and resolve delays throughout permitting and approval processes. Having Planning and Building staff easily accessible at their office shows that the City is seriously committed to their housing and commercial development goals and that they are "open for business" and ready to partner with developers and investors to achieve these goals together.

Barb

BARBARA MALY

Executive Director

Office 519.663.2002 ext. 101

Mobile 519.808.1776 |

Email barbara@downtownlondon.ca

Twitter: [@Downtown_London](https://twitter.com/DowntownLondon) | Facebook: www.fb.com/DowntownLondon | Instagram
[@DowntownLondon](https://www.instagram.com/DowntownLondon)

Downtown London | 123 KING STREET | LONDON, ON | N6A 1C3

From: louisew [REDACTED]
Sent: Sunday, July 23, 2023 6:52 PM
To: Council Agenda <councilagenda@london.ca>
Subject: [EXTERNAL] 599-601 Richmond St.

Please place on the Council agenda re: 599-601 Richmond St.

Dear members of city council

I agree with Ann Marie Valastro's letter regarding this proposed development. The planners are correct in the assessment of this proposal as unsuitable.

Please support their expert opinions.

In addition, I note no mention of wind tunneling effect or its measurement.

The units added do not produce quiet live able units as they are close to a noisy intersection and no vegetation or green area or set back alleviates or buffers this.

Thank you

Louise White

[REDACTED]

London, Ontario

ps please use my remarks , if needed

Re: 599-601 Richmond St. Please add this letter to the Council agenda.

Dear Members of Council,

At the last Planning and Environment Committee meeting, Councillor Lehman stated that no one lives near the site of a new proposed development at 599-601 Richmond St. despite hearing from members of the immediate community. In fact, there are apartments above Starbucks, Burrito Boys, in the old funeral building, and above most businesses along Richmond St and Dundas St, for that matter. **In addition, the proposed development at 599-601 Richmond St. was rejected by planning staff because it is an over intensification of the site, and its impacts will resonate across the small neighbourhood of North Talbot.**

Over intensification does not provide good housing. There is no buffering for future residents of that building from street noise, traffic noise, car pollution, and heat.

It would need to be a climate controlled building to buffer against noise and car pollution. This means residents will not open their windows in the summer. Carbon monoxide builds in sealed environments (sick building syndrome) without cross air ventilation.

Urban Planning higher education programs are teaching young planners about sustainability, creating good neighbourhoods and green cities. A 'perfect storm is brewing' between higher educated planners and a Council that may harbour opinions that are stale. In the last two weeks alone, Council has dismissed three staff recommendations.

There was little debate at Committee on this proposed development because a motion was prepared prior to the public meeting. **This particular project at the corner of Richmond and Central flies in the face of balanced debate, and I encourage you to reject Councillor Shawn Lewis' prepared motion and uphold the staff recommendation.** Everyone deserves a better building at this location.

It would be appreciate if you can consider these facts.

- The boulevard that Westdell wants to cut away, currently has trees planted by the city, and they are thriving. Westdell also owns the parking lot adjacent to this development. Any delivery person can use the parking lot to delivery goods, without cutting away at the only green boulevard on the street.
- Larger cities that have long practiced over intensification, such as Toronto, are pulling away from this concept because it does not contribute to the principles of healthy neighbourhoods, streetscapes or living. Currently, city planners are enforcing setbacks and green amenity space, and the immense push back from residents from over intensification resulted in a major political shift this past mayoral by-election.

London City Planners are reflecting the policy accurately and perhaps higher educational teachings that focus on healthier livable cities. Please reject C. Shawn Lewis motion and uphold the planner's recommendation of refusal.

Sincerely

AnnaMaria Valastro

July 19, 2023

City of London Planning Committee and Municipal Council
c/o City Clerks Office
pec@london.ca

Re: Redesignation Request for 1557 Fanshawe Park Rd W

Further to the recent report to Planning and Environment Committee that was released, we are writing this letter to request a thorough evaluation and consideration of our property located at 1557 Fanshawe Park Rd W, London, for potential redesignation from its current Commercial Industrial place type to neighbourhoods/residential. This request is based on the recent fundamental changes in Ontario's approach to land use planning, which emphasize the need for sustainable development and the provision of diverse housing options.

We acknowledge the importance of evaluating the land supply and forecasted housing and non-residential demand to ensure land is available to meet the projected growth of the City. The above-mentioned property provides a unique opportunity to help the City accommodate the forecasted growth and achieve the City of London's Housing Target of 47,000 new units.

Over the past several years, the local area has experienced a shift in demographics, resulting in a greater demand for residential properties. The current industrial designation is no longer adequately describes the current or future land uses for this area. Since the recent PEC meeting, several landowners within the area have reached out to the council to express their desire to redesignate their lands from industrial to a new place type that would allow for residential development. The evolution of the surrounding community, along with the implementation of new land use planning policies, warrants a reassessment of the appropriateness of the current designation in the subject lands as well.

Reasons for Requested Conversion of Place Type

The purpose of this proposal is to convert the current Commercial Industrial Place Type into a new classification that facilitates more intensive residential development. The following outlines the key planning justifications for this transformation:

1. **Gradual Transition:** The area has been undergoing a gradual shift from a light industrial identity to a more commercial and office-oriented character over the years. There have been multiple requests from other landowners to convert their current commercial industrial land use to residential. We believe that this request to consider our lands for redesignation is appropriate.
2. **Proximity to Commercial Node:** The location lies within a 5–10-minute walking distance from the major commercial node at Hyde Park Road and Fanshawe Park Road West. Allowing the development of high-density residential properties here aligns with the goals of the City by promoting easy access to essential amenities within a short walk. It also supports the provincial objective of building well-rounded communities.
3. **Synergy with Hyde Park Commercial Area:** The redesignation for residential developments in this vicinity will complement the existing nearby commercial establishments.
4. **Accessible Transit Services:** The area benefits from excellent public transportation provided by LTC, with direct routes connecting to key destinations such as Masonville Mall, Western University, and Downtown London.

5. Infrastructure Advantage: Adequate water, sanitary, and storm sewer infrastructure already exists in the area. Allowing residential development here will make efficient use of the existing infrastructure, alleviating the need for costly new services in remote vacant lands.
6. Maximizing Land Utilization: The current Commercial Industrial designation underutilizes the potential of these lands. Intensive residential development represents a higher-value use and makes better use of the city's investment in this region.
7. Smooth Transition: With the redesignation to new Place Type supporting residential development, existing uses can continue based on the needs and preferences of property owners and tenants. Simultaneously, introducing a new classification that allows for more intense and valuable land use over time.
8. Addressing Housing Demand: Considering the housing needs in the City of London, the proposed conversion presents a significant opportunity to develop high-density housing units, helping to address the demand for housing in the near future.

We firmly believe that the redesignation of our property to residential use aligns with the objectives outlined in the recent changes to PPS. By repurposing the property for residential purposes, we would contribute to the creation of more vibrant and sustainable neighborhoods, while addressing the growing need for housing in the area.

We kindly request that the City undertake a comprehensive evaluation of our property, taking into consideration its location, access to amenities and services, transportation infrastructure, and the overall development goals of the surrounding community. We are confident that the findings will support the case for a redesignation to residential use.

Furthermore, we would appreciate the opportunity to meet with you to discuss the potential redesignation in greater detail. This would provide us with an opportunity to share additional information regarding our proposal and address any questions or concerns that may arise.

Thank you for your attention to this matter. We look forward to a positive response and the possibility of collaborating with the City to explore the potential of redesignating our property for residential use. Should you require any further information or have any questions, please do not hesitate to contact me at your convenience.

Sincerely;
Auburn Developments Inc.



Per Stephen Stapleton
Vice-President

39 Carfrae St – HEA Application: COUNCIL CITY SUBMISSION BY BECK HEIRS

This is an additional submission by the estate trustees who in 2021 entered into the Heritage Easement Agreement with the City. We wanted to provide the highest possible protections for Carfrae Cottage as it “is a very significant cultural heritage resource”. (Staff Report, p. 1)

Our focus here is on rebutting key points made before the PEC, particularly regarding the roof, fireplaces and thistle features. Mr. Gard is spinning a story about purported problems with the Heritage Easement Agreement to allow him to ignore its terms.

Roof: Having asphalt shingles under the wood roof does not justify an entirely asphalt roof which makes no attempt to mimic the appearance of wood. The Easement does not assert that the roof had always been wood; if this had been a concern, an inspection was an option.

Carfrae Cottage is unique. Both www.historicplaces.ca and the 2021 Staff Report emphasize the contrast between Carfrae Cottage and the newer neighbouring development, which “distinguishes the heritage character of the property.” What is relevant is whether the new roof is consistent with the distinct heritage attribute of the roof which is protected in the Easement.

The applicants have frustrated the City’s review by providing only two extreme quotes, despite having information on more reasonable options before their May application for a Heritage Alteration Permit. At PEC, Mr. Gard again declined to consider using materials which are the normal alternative – even for buildings with the less stringent Heritage Designation.

It is true that they cost more than asphalt, but the difference is not unreasonable given the overall value of the house (a \$1,500,000 charge/mortgage was added in 2022 – Annex 1 of our PEC submission), the cost of the wood roof in 2001 (\$18,000), and the applicants’ occupations according to public information, i.e., a public servant, and Mr. Gard is a real estate agent “in the top 2% nationally” from 2005-2021 for Royal LePage (pp. 1-2, 28 of his item 5 and endnote^j).

As well, additional maintenance costs are to be expected when buying a house with protected heritage features. As a real estate agent, Mr. Gard and his partner owner were surely more aware than most buyers of the significance of the Easement, plus the utility of an inspection if they had concerns.

At PEC we heard concerns about “demolition by neglect” unless this request is granted. This is a real concern for homes with only a Heritage Designation. However, the Heritage Easement Agreement guards against this by imposing positive obligations on the owner (ss. 2.2 to 2.6).

Fireplace mantles with tile surround: These are clearly protected in the Easement Agreement; indeed, they were a key reason we entered into it. It is to be expected that heritage fireplaces do not meet the current Fire Code - again, inspection was the route if this was a concern.

Nevertheless, protecting heritage characteristics is surely compatible with fire requirements. A reasonable owner would have worked collaboratively with City officials so as to bring the fireplaces up to Code in a manner which retained the heritage features as much as possible. As the City planner said at PEC, at least 90% of all Heritage Alteration Applications are approved by staff without Committee or Council ever seeing them.

Instead, Mr. Gard unilaterally removed the mantles and tile surround without making any effort to retain the heritage aspect, with the west parlour changes being particularly dramatic – as is clear from photographs in both his PEC presentation (pp. 17-19) and the Easement (Images 38 & 39).

39 Carfrae St – HEA Application: COUNCIL CITY SUBMISSION BY BECK HEIRS

Since a complaint was made to the City about this breach of the Easement, he has stymied all City staff efforts to solve the problem. Mr. Gard’s history of not consulting with the City before making changes is the basis of the poor communications with staff.

Thistle: The thistle’s provenance is a manufactured issue; the HEA simply says its provenance is “reputed”.ⁱⁱ Mr. Gard obtained additional research in May, 2023 supporting the essence of the reputed history, i.e., that it came from Castle Mey during the war – but with an even more interesting backstory. This has no real significance – why not simply put the thistle back up?

Instead, the new details of the backstory are being used to try to undermine the integrity and validity of the fundamental terms of the Heritage Easement Agreement.

Original vs. Consistent Character: Mr. Gard both broadly and repeatedly attacks the Easement for protecting attributes of more recent vintage than 1860, thus implying that all attributes listed in the Easement are claimed as original; further, that they merit protection only if original. This is both deceptive and misguided. Only the “east parlour” fireplace is specifically described as original, with the front door “believed to be original”. This is not to say that all the other features are not original, rather these two are highlightedⁱⁱⁱ as it is so unusual for them to be original. The point of the detailed listing is clarity on the attributes which contribute to the heritage character of the house. For instance, if the owners wanted to replace the kitchen door with a different style, they need to work with City staff.

New Agreement? The whole point of the Agreement is to create an easement with additional protections which is registered on title and thus binds future owners. They choose whether to buy the property with the Heritage Easement; all potential buyers had advance copies of it.

The Heritage Easement is reasonable and clear - and only two years old. Nothing in Mr. Gard’s submissions disclose substantive problems with its terms; our submission to the PEC (Annex 2) has a point-by-point rebuttal of his assertions regarding purported problems. Talk about a new collaborative Agreement is a smokescreen to frustrate the application of the current Easement and a lever for its removal or new minimal protections.

Summary and Conclusion: Our concern is not with the normal application of the Easement – this is between the City and the new owner. Rather, the applicant is attacking the integrity and very essence of the Easement, including its binding nature.

We are concerned that acquiescing to Mr. Gard’s requests will not only harm Carfrae Cottage’s heritage character and features, but also create an unfortunate precedent, especially because Mr. Gard has orchestrated such a public campaign and as this was the first Heritage Easement Agreement for a private home in London. Other homeowners will be reluctant to enter into one, particularly as, like any easement, a Heritage Easement constrains the actions of future owners and thus a new one likely costs the owners by negatively affecting market value.

In conclusion, to protect heritage – or even to simply uphold what the City approved only two years ago – the City should reject the current application regarding the roof and especially reject the request to revoke the Heritage Easement Agreement. City staff have shown willingness to collaborate and be reasonable, so we readily support referral to City staff.

ⁱ From [About Jeff — Jeff Gard](#) (in our PEC submission, now taken down but July 13 screenshots available on request.

ⁱⁱ Heritage Easement Agreement, p 19: “The Scotch thistle, affixed at the top of the gable, was reputedly ...”

ⁱⁱⁱ There is also a reference to “the original structure” of the whole building in contrast to the newer porch.

Submission to London City Council by Jeff Gard and David Caloren

The owners of 39 Carfrae Street fully support the recommendations made at the July 17, 2023 Planning and Environment Committee meeting.

Please also consider the recommendation by CACP Committee July 12, 2023, that we be granted permission to install a new asphalt shingle roof.

We urge the City of London Council members to approve the following motions:

1. Approve the heritage alteration application to install asphalt shingles or an alternate composite material for the roof replacement of 39 Carfrae Street.
2. Direct staff to collaborate with the applicant to address concerns with Schedule "C" and Schedule "D" of the current Heritage Easement Agreement. Provide an update within 6 months. Note that enforcement measures on existing fireplace matters should be suspended until further direction from Council on the Heritage Easement Agreement.

I am a heritage advocate. I am a member of the local chapter of the Architectural Conservancy of Ontario. I have personally pursued heritage designations for two previous homes that I have owned in the City of London. My husband and property co-owner David Caloren is a Librarian with London Public Library who supervises the London Room (the local history and genealogy department). We both care deeply about London Heritage but believe Heritage must be truthful, accurate and based on documented facts.

This is our retirement home.

The leaking roof needs to be replaced immediately, to ensure no further water damage occurs.

We are asking for permission to to replace a roof that currently consists of two layers of asphalt shingles and a layer of pine shakes.

We have been following City processes: this request was submitted through an Heritage Alteration Permit Application dated May 15, 2023.

In the past, similar requests have been granted to other Heritage homeowners, such as at 836 Wellington Street, where a slate roof was replaced with asphalt shingles.

The 2021 Easement inaccurately describes the roof four times, including the use of the word “cedar”.

As the Beck Estate has pointed out, when purchasing 39 Carfrae Street, we were aware of the pending Heritage Easement. Among other factual inaccuracies, we were led to believe that our home had a cedar shake roof. If indeed we had a cedar shake roof, we would not be in this position. The current roof is leaking in multiple areas because an inferior, much cheaper product was installed. Pine shakes are no longer used as they deteriorate too quickly. The manufacturer of the pine shakes has declared bankruptcy. It is unreasonable and inaccurate to have a home with pine shake roofing over asphalt shingles designated as having cedar shingles.

There is no evidence to demonstrate that a wood shingle roof is even historically correct. The City of London By-Laws enacted after the great fire of April 13, 1845 are strong arguments against the existence of a wood shingle roof. Fire protection By-Laws were passed in 1850, 1855 and again in 1878 banning wood shingle roofs.

The second motion pertains to the Heritage Easement itself. We were initially told that it was based on extensive research and intended to be accurate and truthful. However, we have learned that the Easement is full of mistruths, fanciful stories and inaccuracies which we have documented through photographs, receipts, documents, and communications with both historians and previous owners.

We hope that City Staff will be open, receptive, and willing to work collaboratively to amend the current Easement, ensuring it accurately reflects the unique history of this significant and important heritage property.

Please approve both motions to address the pressing roof issue and rectify the Heritage Easement concerns.

Jeff Gard
David Caloren
Owners of 39 Carfrae Street, London ON
jeff@jeffgard.ca
519-670-8199

LONDON CITY COUNCIL MEETING, 2023-07-25

ADDITIONAL SUBMISSION BY BECK HEIRS

RE. 8.2 12TH REPORT OF THE PLANNING AND ENVIRONMENT COMMITTEE

(4.3) 39 Carfrae Street - Application Pursuant to Heritage Easement Agreement

There have been a lot of submissions on this issue to CACP, PEC and Council from the applicants, the Becks and others. This submission seeks to provide clarity on how we believe Council members should vote, based on the evidence provided, along with brief rationales. For detailed reasoning, please refer to our other submissions on this matter.

WE SUPPORT

a) motion to direct staff to work with the applicant to resolve outstanding concerns with Schedule "C" and Schedule "D" of the Heritage Easement Agreement and bring back an update within 6 months on the status. It being noted that staff are directed to suspend enforcement measures on the existing fireplace matters until further direction from Council on the Heritage Easement Agreement.

Rationale

This is effectively a moratorium to allow staff, Council, PEC and CACP to obtain a more comprehensive understanding of the issues. We believe this is beneficial.

We are concerned that the applicants have not demonstrated willingness to work with staff on matters concerning the Heritage Easement Agreement.

WE URGE VOTING AGAINST

b) that the heritage alteration application to install asphalt shingles or an alternate composite material for the roof replacement of the property located at 39 Carfrae Street BE APPROVED.

Rationale

This is contrary to the well-reasoned recommendation from staff that the application **BE REFUSED**. As per the PEC meeting, staff estimate that they recommend approval for about 90% of applications, so the refusal recommendation should carry significant weight.

Further, in our view the applicants have submitted no valid evidence to counter staff's recommendation. Many claims are made, but all are significantly flawed, as we have outlined in our other submissions.

Refusal of this heritage alteration permit is not a complete refusal of any permit nor does it force the use of specific roofing; it only requires the applicants to work with the City on a permit for a suitable roof replacement material, something that is in keeping with what is specified in the Heritage Easement Agreement. Such collaboration is consistent with the first part of the motion.



300 Dufferin Avenue
P.O. Box 5035
London, ON
N6A 4L9

London
CANADA

July 24, 2023

Dear Colleagues,

As discussed during last Tuesday's CPSC meeting, the \$374,210 request for private security funding is of particular concern due to the monumental safety and security problems faced by the neighbours (residential, business and non-profit/charities) surrounding 602 Queens Ave. These concerns include recurring vandalism and daily clean up costs along with safety/security concerns of volunteers, patrons, local residents, tourists, high school students, etc. such that many are seriously considering leaving the area.

We are requesting your support for the following amendment to 2.3 which refers this back to staff to explore the security concerns and come back with a list of options to address the issue with a whole of community lens that creates good neighbour relations.

2.3 b) That the Civic Administration BE DIRECTED to provide a report to a future Community and Protective Services Committee (CPSC) to identify options and the associated costs to address the safety and security concerns expressed above as well as the safety and security concerns of the agencies' staff, volunteers and those accessing services.

Sincerely,

Susan Stevenson
Councillor, Ward 4

Jerry Pribil
Councillor, Ward 5

July 24, 2023

City of London
Municipal Council
c/o Community and Protective Services Committee

Re: Security needs for 448 Horton St – London Cares Resting Space Program

The property of 448 Horton St is operated by London Cares Homeless Response Services for our Resting Space Program. This program is contracted through the City of London to operate 20 hours per day including overnight hours. We were required to move our Resting Space program out of Old East Village (OEV) as our temporary lease was up with Unity Project. We located a new space on Horton St. with the correct zoning just before needing to vacate OEV and moved into the new location at the end of April.

Prior to moving in, senior service leadership of London Cares did door knocks within the surrounding block of the new location to introduce ourselves, answer concerns and questions, and leave contact numbers. A number of neighbours utilize the contact numbers frequently. We also modified our service to minimize the traffic coming onto property and intentionally doing the referral for resting space daily off property to further minimize traffic on site.

Despite multiple neighbourhood engagement strategies and implementing suggestions—such as peer support program to pick up garbage in the 2-block radius around the property—there continues to be tension from neighbours. At the request of neighbours, and to keep the peace, we employed security for 12 hours (5:30 PM to 5:30 AM) nightly to mitigate any external concerns that may arise on the property.

In the past few months, despite everything we have implemented, a few neighbours have instigated some aggressive actions on the property, including: spraying people with a hose; throwing ice at people; and coming on the property, screaming and yelling at both staff and clients, tipping over shopping carts, and threatening to bear mace staff and follow staff and clients off the property.

For these reasons, we are requesting to continue with security to try and manage the tensions in the neighbourhood and keep the property safe for staff and clients alike.

Respectfully,



Anne Armstrong
Executive Director
London Cares Homeless Response Services



July 21, 2023

City of London
Municipal Council
c/o Community and Protective Services Committee

Re: Rationale for Funding Request for Security for 602 Queens Avenue, London

Background of 602 Queens Ave:

602 Queens Avenue is operated by a collaboration of 4 agencies: St. Joes Café (through the Sisters of St. Joseph); Regional HIV/AIDS Connection (RHAC); Thames Valley Family Health Team; and London Cares Homeless Response Services. St. Joe's Café, RHAC and London Cares all have services and staff/volunteers on site. London Cares staff are on site over 20 hours per day including weekends and holidays, and RHAC and St. Joe's Café operate Monday to Friday with some evening and weekend activities. In total, there are approximately 78 staff on site in this location, plus more than 120 volunteers with various other community agency partnerships and vendors on site at various times. There are also many clients that access the site for services through RHAC and London Cares, as well as food security through St. Joe's Café.

Over the past few years, we have experienced a dramatic increase in homelessness, desperation and violence, and this spring was recognized as the highest level of desperation and aggression yet. The new Health and Homelessness Whole of Community System Response has been established and is moving quickly to address this crisis, yet both the services and the people experiencing homelessness are caught in the transition time, trying to manage the crisis as best we can until the new system can be stood up. On March 31, 2023, 70 beds that were available through the temporary winter response solution were closed. In April, we experienced the impact with as many as 50 people congregating on the front lawn to access basic needs (such as food security, bathrooms, showers, and laundry) and to get in from the elements for a period of time. It is well known that the many people currently experiencing homelessness do not have housing or access to indoor space and struggle to find a place to be. Over the Easter Weekend, the closure of most basic needs services across the community, for at least 48 hours left no access to food security or bathrooms. The level of aggression and frustration increased. With 50 people on the property it was well beyond what London Cares Outreach service could manage. Multiple calls were made to LPS, EMS over the long weekend and CIR by-law were unavailable. The following week 3 staff were assaulted. These circumstances created an unsafe situation for staff, volunteers, clients, and others accessing the building. The 4 partners met immediately to manage this situation and it was decided that we needed to implement security quickly to provide a safe workplace for all. This cost was beyond all our agencies' capacity, but creating safety was paramount or make the decision to stop providing service.. We also had concern for the neighbourhood.

As a result, we have continued with security and therefore the funding request you see presented to you. Of particular note, the security company we chose is familiar in working with this population and is well-trained. All the tents and people were cleared within 90 minutes the first night that security was in place. Our lease does not permit tents to be on the property.

Of note for those who access services:

- St Joe's Café: Approximately 60% of people are housed and providing food security helps them to remain in their housing.
- For the shared service space, approximately 80% are experiencing homelessness (including approximately 25% that would be restricted from other services).
- Shared services have supported 706 unique individuals with very basic human rights needs since mid-January 2023 to the end of June.

Although neighbours still have concerns, we are encouraged by other neighbour responses. The feedback we have had from neighbours, security, LPS and by-law are as follows:

Quotes from neighbours:

- *"It's so wonderful of you to have sent me this email. I love what you have done with the security detail. It has improved the whole area".*
- *"Having a clear and compassionate security presence around the clock is crucial for your organization. This allows the neighbourhood to see that you are accepting a responsibility for ensuring that things are looked after. It is very clear that once you brought the security team onto your property things started to improve."*

Security feedback:

Security engages with neighbours and passersby with an average of 10-12 compliments received per week with occasional complaints. The majority of community members appreciate the significant improvements in safety and concern.

During April 2023, there were approximately 35 calls to LPS and an additional 35 calls to EMS. Almost daily there was input into the CIR system asking for reinforcement in the removal of tents that would require both by-law and LPS. Since security has been on site they have been recognized and appreciated by LPS, by-law enforcement and EMS, indicating a significant reduction in the number of support calls required. Having security on site takes pressure off an already overtaxed policing and EMS service.

Although security cannot venture far off our property, their diligence has led to deterring criminal activity, such as human trafficking both on the property and in the immediately surrounding neighbourhood. When they observe suspicious activity, they call LPS. Having security on site also deters noise complaints, especially during the overnight hours. The security team is also trained with naloxone and has responded to overdoses both on the property and in proximity, which is saving lives.

With regards to needing 2 guards after regular business hours and on weekends, this is best practice and is a safety protocol. It is known that corporate security won't get out of their vehicle unless there are 2 security present and therefore considered a best practice. We also know that those who are unhoused and living on the streets often carry a weapon and travel in small groups for their safety so 2 guards are required.

Security is required after hours and on weekends and holidays as there continues to be engagements with people on the property. During the evening shift (4PM-12 AM) they average 30-35 interactions per shift, while overnight (between 12-8 AM) about 15 interactions, as well as providing safety for London Cares Outreach Staff to safely access the building and their vehicles.

For the level of activity and to support the safety of staff, volunteers and clients for 3 highly service-oriented organizations during the homelessness crisis, while the system transforms into the new Health and Homelessness Whole of Community Response, we request that the cost of security be provided until the new system gets stood up. We are proactively preventing more people moving into homelessness by providing food security, as well as providing very basic human rights needs for those who are unhoused and living on the streets. I have provided the latest data for the month of June for the 602 Queens shared service demonstrating the high usage of the services offered.

With warm regards,

Anne Armstrong
**London Cares Homeless
Response Services**



Martin McIntosh
**Regional HIV/AIDS
Connection**



Sister Margo Ritchie
**Sisters of St. Joseph
in Canada**



Mike McMahon
**Thames Valley Family
Health Team**



From: Vineet Nair [REDACTED]
Sent: Monday, July 24, 2023 8:48 AM
To: Council Agenda <councilagenda@london.ca>
Cc: Trosow, Sam <strosow@london.ca>; Andrea Clinic
Subject: [EXTERNAL] Physician Recruitment and Retention Program

Good morning,

I was disappointed to hear that the community and protective services committee denied the request for funding for a project to help recruit and retain primary care providers in our area. As we all know, the lack of primary care is an issue facing not just London Middlesex but the entire province and country. This project was proposed as one aspect of a multi-faceted approach to help in this matter and as part of the Middlesex London Ontario Health Team's overall work to improve access to primary care. This includes work to reduce administrative burden for physicians as well as help to ensure access to larger team-based care to decrease the overall workload.

The recruitment and retention program is another aspect that was felt to be incredibly important to make London more competitive to physicians looking to start practices and to help those already practicing here stay. We know other communities have similar programs (Hamilton, Kitchener, Cambridge) and while there will always be some competition between communities for such a limited resource – this is not an attempt to poach physicians from other areas. No money will be going directly to physicians – rather the funds will help create an office to help support existing physicians and to help those looking to work here navigate the many complexities involved:

- Understanding the different models of primary in Ontario that is unique and very complicated in comparison to other provinces.
- Helping connect interested physicians with various clinics, landlords, and builders to help see the potential opportunities here (having one place to contact rather than having to reach out and search these sites on their own is of huge benefit)
- Helping to show the benefits of living in London and options in regards to neighbourhoods, schools, etc.
- Helping connecting spouses with job opportunities for themselves as well

This recruitment and retention program is of potential benefit for all Londoners. Businesses ask what the primary care situation is in London as part of their decision-making process of setting up here – because access to a family physician is part of what makes a city livable and attractive to businesses and workers. Having one co-ordinated program for interested physicians to contact and connect with helps London be attractive to those who may not have considered us before, to help retain those residents that are training here already (and of which we do a poor job of keeping right now), and to help support those physicians who are already here to ensure they can practice to their full scope for long time to come.

I hope that Council can see the benefit this program can have for all of London and Middlesex. One full-time physician can directly help the health of 1200-1500 people here. That is worth investing some money in.

Thank you for your time.

Vineet Nair, MD CCFP
Co-Chair – London Middlesex Primary Care Alliance
Lead Physician – Core London FHO
The Core Family Health Centre
825 Richmond Street
London, ON
N6A 3H7
www.corefamilyhealth.com



July 20, 2023

London City Council
300 Dufferin Avenue
London, ON N6B 1Z2

RE: Proposed Hub Implementation Plan

**“You never change things by fighting the existing reality. To change something,
build a new model that makes the existing model obsolete.”**

-- Buckminster Fuller

Dear Councillors,

On behalf of Pillar Nonprofit Network, I am writing to encourage you to endorse the proposed Hub Implementation Plan, the next development in our shared Health and Homelessness Whole of Community System Response.

As you know well, this plan represents a genuine transformation of the many systems by which unhoused Londoners interact with disparate public, private, and nonprofit institutions and community members, allowing for genuinely restorative, people-centred care in the transition to permanent housing. In all ways, it is a departure from the disjointed delivery of services that has too long resulted in preventable deaths, preventable interactions with the justice system and emergency services, and preventable negative impacts on other members of the community.

As champions of cross-sectoral collaboration and solution-making, we are genuinely grateful for the many hours given by so many community members to shape this plan, for the stewardship of skilled City staff, and for the opportunity to contribute in our own small ways. We urge you to endorse this plan, propel the work forward, and make London a place where even those most marginalized and often forgotten are more likely to find their way home.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen Cassidy", written in a cursive style.

Maureen Cassidy (she/her)
Interim CEO | Pillar Nonprofit Network
mcassidy@pillarnonprofit.ca | 519-433-7876 ext 212

Strategic Priorities and Policy Committee Report

19th Meeting of the Strategic Priorities and Policy Committee
July 19, 2023

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

ALSO PRESENT: L. Livingstone, A. Barbon, M. Butlin, K. Dickins, D. Escobar, H. McNeely, V. Morgado, J. Paradis, K. Scherr, E. Skalski, C. Smith, L. Stewart, B. Warner, B. Westlake-Power

Remote Attendance: E. Bennett, B. Card, S. Corman, M. Schulthess, R. Wilcox

The meeting is called to order at 4:01 PM; it being noted that Councillors P. Van Meerbergen, E. Pelozza and S. Hillier were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 London Community Grants Program Policy Update

Moved by: P. Cuddy

Seconded by: D. Ferreira

That the following actions be taken with respect to the London Community Grants Policy:

a) the attached revised proposed by-law BE INTRODUCED at the Municipal Council Meeting to be held on July 25, 2023, to repeal and replace By-law No. CPOL.- 38-234, as amended, entitled London Community Grants Policy; and,

b) the report BE RECEIVED for information.

Motion Passed

Voting Record:

Moved by: S. Lewis (Acting Mayor)

Seconded by: S. Stevenson

That the proposed Community Grants Policy update, BE AMENDED to revise the definition of "Unincorporated grassroots group" to read as follows:

"refers to a group of **five** or more individuals joined by mutual consent for a common, non-profit purpose..."

Yeas: (13): S. Lewis (Acting Mayor), H. McAlister, 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

Absent: (1): J. Morgan

Motion Passed (13 to 1)

Moved by: S. Lehman
Seconded by: S. Trosow

That the motion, as amended, BE APPROVED:

"That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the London Community Grants Policy:

a) the attached revised proposed by-law BE INTRODUCED at the Municipal Council Meeting to be held on July 25, 2023, to repeal and replace By-law No. CPOL.- 38-234, as amended, entitled London Community Grants Policy; and,

b) the report BE RECEIVED for information."

Yeas: (14): S. Lewis (Acting Mayor), H. McAlister, 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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Master Accommodation Plan - Alternate Work Strategies Update

Moved by: S. Lehman
Seconded by: P. Van Meerbergen

That the consideration of the entire matter of Item 4.1 BE REFERRED to the Municipal Council meeting of July 25, 2023 for disposition.

Yeas: (10): S. Lewis (Acting Mayor), P. Cuddy, S. Stevenson, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (4): H. McAlister, J. Pribil, S. Trosow, and C. Rahman

Absent: (1): J. Morgan

Motion Passed (10 to 4)

Voting Record:

Moved by: P. Cuddy
Seconded by: S. Stevenson

That the delegation requests of J. Zaifman, London Home Builders' Association and M. Wallace, London Development Institute BE APPROVED to be heard at this time; it being noted that a communication from C. Butler was also received.

Yeas: (14): S. Lewis (Acting Mayor), H. McAlister, 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

Absent: (1): J. Morgan

Motion Passed (14 to 0)

In accordance with section 33.4 of the Council Procedure By-law, the following motion, with the consent of the committee and at the joint request of the mover and seconder is withdrawn.

Moved by: S. Lehman
Seconded by: S. Hillier

That the following actions be taken with respect to the Master Accommodation Plan and alternative work strategies:

- a) the Civic Administration BE DIRECTED to initiate a competitive procurement process to develop and implement the Master Accommodation Plan guiding overall space needs and the redevelopment of the existing City Hall Campus site which will accommodate Civic Administration and governance functions in modernized facilities to support effective service delivery, sustainability, and alternative work strategies;
- b) the Civic Administration BE DIRECTED to immediately conclude any current Alternative Work Strategies in the Planning and Economic Development service area(s), and return to pre-COVID business and work locations;
- c) the implementation of Alternative Work Strategies (AWS) in services areas other than those noted in part b), above, BE CONTINUED.

Moved by: S. Stevenson
Seconded by: J. Pribil

That consideration of part a) of the motion BE REFERRED to later in the meeting to be considered following the closed session portion of the meeting.

Moved by: C. Rahman
Seconded by: J. Pribil

That the referral BE AMENDED to refer consideration of the entire motion until following the closed session.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

Moved by: P. Cuddy
Seconded by: A. Hopkins

That the referral, as amended, BE APPROVED.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

Moved by: S. Lehman
Seconded by: S. Hillier

That the following actions be taken with respect to the Master Accommodation Plan and alternative work strategies:

- a) the report dated July 19, 2023, with respect to an update on the Master Accommodation Plan, and alternate work strategies BE RECEIVED;

b) the Civic Administration BE DIRECTED to initiate the conclusion of any current Alternative Work Strategies in the Planning and Development and Building service area(s), and return to office locations full time by or before November 1, 2023; and,

c) the implementation of Alternative Work Strategies (AWS) in services areas other than those noted in part b), above, BE CONTINUED.

Moved by: D. Ferreira

Seconded by: S. Trosow

That the motion BE AMENDED to include the following new part d):

“d) Civic Administration BE DIRECTED to include an economic assessment for downtown local businesses from implementation of flex work from any alternative work strategy implementation, to the fullest extent possible in the timeline provided.”

4.2 Consideration of Appointment to the Eldon House Board of Directors (Requires 1 Member)

Moved by: P. Cuddy

Seconded by: A. Hopkins

That Bryan McClure BE APPOINTED to the Eldon House Board of Directors for the term ending November 14, 2026.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

Voting Record:

Election

Consideration of Appointment to the Eldon House Board of Directors.

Lola Awojide (6.67 %):D. Ferreira

Chintan Joshi (0.00 %):None

Mable Kane (13.33 %):J. Morgan, E. Pelozza

Bryan McClure (80.00 %):A. Hopkins, S. Lewis (Acting Mayor), S. Hillier, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Franke, C. Rahman

Conflict (0): None

Majority Winner: Bryan McClure

4.3 Consideration of Appointment to the London Hydro Board of Directors (Requires 2 Members)

Moved by: A. Hopkins

Seconded by: P. Cuddy

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

a) Tim Watson and Cedric Gomes BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,

b) the attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.;

it being noted that Strategic Priorities and Policy Committee received a communication dated July 7, 2023 from C. Graham, Chair, Board of Directors, London Hydro Inc. with respect to this matter.

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

Nays: (1): C. Rahman

Motion Passed (14 to 1)

Voting Record

Election

Consideration of appointment to the London Hydro Board of Directors.

Tom Brett (0.00 %):None

Cedric Gomes (34.48 %):A. Hopkins, S. Lewis (Acting Mayor), S. Hillier, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Franke, D. Ferreira

Tracy Gustafson (20.69 %):J. Morgan, S. Lewis (Acting Mayor), E. Pelozza, P. Van Meerbergen, S. Lehman, C. Rahman

Lorri Lowe (0.00 %):None

Margaret Parks (3.45 %):H. McAlister

Robert C. Watson (0.00 %):None

Tim Watson (41.38 %):J. Morgan, A. Hopkins, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, S. Franke, D. Ferreira, C. Rahman

Conflict (0): None

Majority Winner: Tim Watson; Cedric Gomes

- 4.4 Request to Amend Current London Transit Commission By-law - C. Roy, Secretary, London Transit Commission

Moved by: D. Ferreira

Seconded by: J. Pribil

That the following actions be taken with respect to amending the current by-law A.-6377-206, a By-law to continue the London Transit Commission:

a) the Civic Administration BE DIRECTED to bring forward a by-law to amend By-law A.-6377-206, to add two more voting members to the London Transit Commission, using an accessibility lens for the selection of at least one of the proposed new Members, bringing the Commission to a total seven members; and,

b) the Civic Administration BE DIRECTED to begin a recruitment for up to two members of the public, supporting the above-noted proposed new members such that consideration that the additional Commissioners may be in place for December 1, 2023 to allow time for application, appropriate selection and appointment;

it being noted that the Strategic Priorities and Policy Committee received a communication dated June 14, 2023 from C. Roy, Secretary, London Transit Commission with respect to this matter.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

4.5 2nd Report of the Governance Working Group

Moved by: S. Stevenson
Seconded by: H. McAlister

That the following actions be taken with respect to the 2nd Report of the Governance Working Group:

a) the following actions be taken with respect to the meeting dates for the Governance Working Group (GWG):

- i) the next meeting of the GWG BE SET for Thursday, July 27 at 1:00 PM; and,
- ii) the Clerk BE DIRECTED to establish monthly meeting dates for the GWG;

b) the ~~attached~~ 2024 draft meeting calendar BE APPROVED and BE FORWARDED to the Municipal Council for approval;

c) the current council policies (item 4.1) BE REFERRED to the next meeting of the Governance Working Group; it being noted that the recent legislative changes related to the Strong Mayor implementation may impact changes to these policies;

d) the following actions be taken with respect to a Ward Boundary Review:

- i) the Memo dated June 26, 2023 and entitled "Governance Working Group", BE RECEIVED;
- ii) the Civic Administration BE DIRECTED to bring forward to the next meeting of the Governance Working Group the following:
 - A) population projections through to 2026, including post-secondary student enumeration to the fullest extent possible;
 - B) a draft Terms of Reference for consideration to commence an independent third-party consultant to undertake a comprehensive ward boundary review for the City of London, with a report back prior to the end of 2024;
 - C) a potential addition to the above noted Terms of Reference related to a governance review to accompany the ward boundary review as may be appropriate; and,

e) clauses 1.1 and 2.1 BE RECEIVED.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

4.6 Intimate Partner Violence and Femicide - Mayor J. Morgan

Moved by: J. Morgan
Seconded by: C. Rahman

That the following actions be taken with respect to the communication from Mayor J. Morgan regarding Intimate Partner Violence and Femicide as an epidemic:

a) the issues of violence against women and girls in London BE RECOGNIZED as serious to the health and wellness of local families; it being noted that the City of London is committed to engaging with community partners to educate and support our residents about the seriousness and long-term danger of violence in our community;

- b) Intimate Partner Violence and Femicide BE DECLARED an epidemic;
- c) the Mayor BE REQUESTED to advocate the following:
 - i) that the Province of Ontario declare, in accordance with Recommendation #1 of the Renfrew Inquest, that Intimate Partner Violence is an epidemic; and
 - ii) that the Government of Canada be requested, in accordance with Recommendation #79 of the Renfrew Inquest, to explore adding the term “Femicide” and its definition to the Criminal Code to be used where appropriate in the context of relevant crimes; and
- d) this resolution BE CIRCULATED to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable David Lametti, Minister of Justice and Attorney General of Canada, The Honourable Marci Ien, Minister for Women and Gender Equality and Youth of Canada, The Honourable Doug Ford, Premier of Ontario, The Honourable Charmaine A. Williams, Associate Minister of Women’s Social and Economic Opportunity, The Honourable Parm Gill, Minister of Red Tape Reduction, the London Police Services Board, Association of Municipalities of Ontario, the Federation of Canadian Municipalities, and the Ontario Big City Mayors caucus;

it being noted that the Strategic Priorities and Policy Committee received a communication from J. Rodger, LCCEW Co-Chair, Executive Director, Anova and J. Dunn, LCCEWA Co-Chair, Executive Director, London Abused Women’s Centre with respect to this matter.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Franke
 Seconded by: P. Cuddy

That the Strategic Priorities and Policy Committee convenes in Closed Session to consider the following:

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

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

6.2 Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the *Municipal Act, 2001* and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality

pursuant to subsection 239(2)(k) of the *Municipal Act*.

6.3 Personal Matters/Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Yeas: (15): S. Lewis (Acting Mayor), J. Morgan, H. McAlister, 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)

The Strategic Priorities and Policy Committee convenes in Closed Session from 6:00 PM to 8:41 PM.

7. **Adjournment**

Moved by: P. Van Meerbergen
Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 10:47 PM.

Bill No.
2023

By-law No. CPOL.-38()-_____

A by-law to amend By-law CPOL.-38-234, as amended, being “London Community Grants Policy”, by deleting and replacing Schedule “A”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law CPOL.-38-234, as amended, being “London Community Grants Policy”, by deleting and replacing Schedule “A”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-38-234, as amended, being “London Community Grants Policy”, as amended, is hereby amended by deleting Schedule “A” to the By-law in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Schedule A

City of London Community Grants Policy

Policy Name: City of London Community Grants Policy

Legislative History: Enacted June 13, 2017 (By-law No. CPOL.-38-234); Amended June 26, 2018 (By-law No. CPOL.-283-274); Amended April 23, 2019 (By-law No. CPOL.-390-124); Amended February 2, 2021 (By-law No. CPOL.-402-35); Amended August 10, 2021 (By-law No. CPOL.-38(a)-236); Amended July 25, 2023 (By-law No. CPOL.-38(_____))

Last Review Date: July 25, 2023

Service Area Lead: Deputy City Manager, Neighbourhood and Community-Wide Services

1. Policy Statement

The objective of this Policy is to outline the criteria for the City of London Community Grants Program. Funding through this program will be aligned with the City of London's Strategic Plan and will grant funding to community organizations to advance the priorities of the Strategic Plan.

2. Definitions

- 2.1 **'Equity-denied groups'** (also called equity-deserving groups) are groups of people who have been historically disadvantaged and underrepresented in positions of power and economic influence. These groups face exclusion due to societal and systemic barriers. These groups include, but are not limited to women and girls, racialized persons, those that identify as 2SLGBTQ2+, Indigenous, and people with disabilities.
- 2.2 **"Funder"** refers to an organization that provides money for a particular purpose. This includes but is not limited to foundations and other government sources (Federal and Provincial).
- 2.3 **"Government of Canada 50/30 Challenge"** is a federal approach to increasing diversity to ensure gender parity (50% women and/or non-binary people) and significant representation of other equity-deserving groups, including those who identify as Racialized, Black, and/or or People of colour ("Visible Minorities"), People with disabilities, (including invisible and episodic disabilities), 2SLGBTQ2+ and/or gender and sexually diverse individuals, and Aboriginal and/or Indigenous Peoples, including First Nations, Metis and Inuit, as founding Peoples of Canada and underrepresented in positions of economic influence and leadership.
- 2.4 **"Grant application"** refers to the application associated with each granting category.
- 2.5 **"Grant agreement"** refers to the legal agreement that is signed after an application has been deemed successful under the City of London "the City" Community Grants Program. The Grant Agreement defines the terms and conditions under which the City of London grant will be made and cannot be altered without prior approval.
- 2.6 **"Host organization"** refers to an incorporated not-for-profit organization that may act as a sponsor to an unincorporated organization in order for the unincorporated organization to be eligible for this grant. The host organization will be issued funding associated with the funding activity and will assume financial and legal responsibility for the funded activity and adhere to associated reporting requirements to be outlined in the grant agreement.
- 2.7 **"Newly-formed not-for-profit organizations"** refers to organizations that have been incorporated for no more than three years.
- 2.8 **"Not-for-profit"** refers to an organization that:
 - Is dedicated to purposes other than pursuing a profit.
 - Is incorporated without share capital.

- May not distribute any profits to its members, directors, or officers (for more information, refer to section 89 of the Ontario Not-for-Profit Corporations Act, 2010).
 - Must use any profit exclusively for its not-for-profit purposes.
 - Includes both charitable and non-charitable organizations.
- 2.9 **“Procedural error”** in reference to the appeals process, refers to a mistake that may have been made a result of not following the process for the allocation of grants as outlined in this Policy.
- 2.10 **“Strategic Plan”** refers to the current City of London Strategic Plan.
- 2.11 **“Unincorporated grassroots group”** refers to a group of five or more individuals joined by mutual consent for a common, non-profit purpose. The group has not registered for incorporation, and is not bound to the legislative rights and responsibilities as set out in the [Ontario Not-for-Profit Corporations Act, 2010](#).

3. **Applicability: Funding Categories**

Applications for City of London Community Grants will be considered under the following categories:

3.1 **Multi-Year Grants**

Multi-Year Grants are up to four (4) year agreements with the City of London for community organizations pursuing initiatives in alignment with the City of London’s Strategic Plan.

3.2 **Annual Grants**

a) **Innovation**

Innovation grants are provided for initiatives that engage in one or more of the following:

- **New idea** – proven or promising early stage innovations that need additional support to create the capacity and conditions to be effectively sustained;
- **Collaboration** – new collaborations between two or more organizations that engage in dynamic community partnerships and innovative improvements to service delivery and system collaboration;
- **Transformation of service delivery** – creative new approaches to social innovation that engage multiple partners in creative collaboration to improve system delivery OR do things differently.

b) **Capital**

Capital grants are provided for projects involving construction or purchase of physical assets, including, but not limited to, land, building and associated renovation costs.

c) **Grassroots**

For unincorporated grassroots groups or newly incorporated not-for-profit organizations that require support for a new initiative. Grants may be allocated towards a new initiative that includes a proven or promising early-stage idea that needs additional support to create the capacity and conditions to be effectively sustained.

4. **The Policy**

4.1 **General Program Requirements: The Grant**

- a) The proposed initiative must meet the definition of the relevant funding category as outlined in Section 3 of this policy.
- b) Community need for the proposed project must clearly be demonstrated

and indicate how the applicant organization is best suited to meet this need.

- c) The proposed initiative must be available to a broad cross-section of the London community unless specifically serving an equity-denied group.
- d) All projects must conform to all relevant legal standards and requirements and should be accessible to all persons.
- e) The amount of funding allocated to the municipal granting program will be confirmed each year as part of the annual budget process.
- f) A minimum of 25% of the total funding for Multi-Year and all Annual Grants will be allocated to applications whose proposals support anti-racism, anti-oppression, diversity, equity and inclusion initiatives. Proposals may be inclusive of all equity-denied groups including but not limited to: Black, Indigenous and Muslim communities. If no applications are received that would support these initiatives, the funding may be allocated to those applications that meet the City of London Community Grants Program Policy.

4.2 Specific Program Requirements

- a) Innovation
 - i) Considering the one-year term of funding for Innovation Grants, applications must demonstrate a clear plan for how the proposed program will be funded after the term of the grant.
- b) Capital
 - i) Applications to the Capital category will be considered for the following purposes:
 - Purchase of Land and Buildings: Grants are made in this category only when the purchase is required for the immediate capital project.
 - Construction Costs: Grants in this category will be for costs associated with new facilities or renovation costs associated with increasing the program/service space available to create more programming opportunities.
 - ii) The applicant must present information that demonstrates their long-term intent to remain in the building. If funding has been received to make capital improvements to the property, the organization may be required to repay a portion of the grant back to the City in the event the property is vacated. The exact terms will be laid out in the Grant Agreement signed upon notification of the awarded grant.
 - iii) All Capital projects must be either tendered or open to competitive bidding by two or more parties.
 - iv) Rehabilitation and replacement of existing facilities will be preferred as opposed to projects involving the construction of new facilities.
 - v) Capital funding will not be granted for appliances or equipment. Funding will only be provided for construction costs for work that will be affixed to the building.
 - vi) Preference will be given to organizations that demonstrate a willingness to cooperate with the community and other organizations to share the space.
 - vii) Unincorporated organizations will not be eligible to apply for Capital funding.
 - viii) Applicant must demonstrate they have applied to relevant Federal and Provincial government funding streams that align with the capital project deliverables.

c) Grassroots

- i) Unincorporated grassroots groups and newly formed not-for-profit organizations are eligible to apply to the Grassroots Grant.
- ii) Grassroots groups that are unincorporated require partnership with a host organization.
- iii) An unincorporated grassroots group may apply for funding annually for the same initiative for up to four years or until the Multi-Year funding re-opens. Exceptions may be approved administratively for projects receiving funding for the first time in the year preceding the opening of a multi-year funding cycle, based on outcomes achieved.
- iv) The City of London may be the sole source of funding for the Grassroots Fund.
- v) For purposes of the City of London Community Grants Program, an unincorporated grassroots group is expected to have functioned in London for at least one year.

4.3 Eligibility

a) General Eligibility

- i) A City of London grant should not be considered as the sole source of funding for the organization with the exception of organizations applying through the Grassroots Fund. City of London grants are intended to be supplementary to other sources of funding. Organizations will be expected to leverage opportunities for funding from other funders and to provide information about other sources of funding, both received and applied to, to the City of London.
- ii) A grant made to an organization in any year is not to be regarded as a commitment by the City to continue the grant in future years.
- iii) In making grants, the City may impose conditions as it deems fit. Specific terms and conditions will be outlined in the Grant Agreement upon award of funding.
- iv) Project must be delivered within the City of London.
- v) Organizations are eligible to apply for both Multi-Year and Annual funding opportunities in the same funding cycle.

b) Applicant and/or Host Organization Eligibility

- i) Organizations must be located in London (this means the organization must have an office located in London, but not necessarily the head office, and that grant supported projects must take place in London) and may be asked to provide proof of address for verification with the exception of organizations located on surrounding First Nations (Chippewas of Thames First Nation, Oneida Nation of the Thames, and Munsee-Delaware Nation) provided that funded projects are delivered within the City of London.
- ii) Only registered not-for-profit organizations, with some exclusions (noted in 4.3(c) below) will be considered for a grant through the City of London Community Grants Program.
- iii) Organizations in receipt of City of London funding (including, but not limited to Purchase of Service Agreements) will not be eligible to receive additional City of London funding for the same project.
- iv) Agencies, Boards, and Commissions of the City of London are not eligible for grants through this program.

- v) Organizations seeking development and capital funding to support the creation of new community based supportive housing initiatives are not eligible.
- vi) Applicant organizations must have an active Board of Directors that is independent from senior staff of the organization.
- c) Eligibility Exclusions for Unincorporated Organizations
 - i) An unincorporated grassroots group or organization may submit an application under the Annual Innovation Grant but must officially become incorporated before any funding can be allocated to the organization.
 - ii) An unincorporated grassroots group or organization must apply to the City of London Community Grants Program (Grassroots, Multi-Year or Innovation Categories) in partnership with a Host Organization. Under these criteria, City funding will be allocated to the Host Organization in support of the funded activity, with the host organization held accountable for the terms and conditions outlined in the Grant Agreement.
 - iii) There are no eligibility exclusions for an organization's not-for-profit status under the Capital category of this program.

4.4 Financial Eligibility

- a) The organization must demonstrate strong financial responsibility and capability in carrying out the funded project.
- b) The City of London, through its grants process will not contribute to outstanding deficits.
- c) The financial state of the organization will be reviewed through the grant application process. The City of London will not fund organizations that have a structural deficit.
- d) The organization must indicate a clear financial plan and demonstrate efficient use of City funds in the project.
- e) The organization must show that it has thoroughly explored all other available sources of funding. The organization must identify the full cost of the project along with all sources and amounts of confirmed and pending revenue.
- f) The organization must demonstrate fund-raising capabilities and illustrate a future plan for the project.
- g) In conjunction with a comprehensive review of the proposed initiative, funding will be directed to organizations in greater need of financial support.
- h) The organization must indicate other City of London funding or contributions that are made to the organization (purchase of service, tax exemptions, etc.).

4.5 Community Review Panel

- a) Grant applications will be assessed by the community review panel in accordance with the program's respective guidelines.
 - i) A community review panel of up to 11 individuals will be convened to make decisions regarding the allocation of City of London Community Grants. The community review panel will be comprised of the following members:
 - Community members who are experts or knowledgeable in subject matter specific to priorities of the City of London's Strategic Plan (6-7)
 - Funder (1)
 - Outcomes measurement expert (1)

- Financial expert (1)
 - City Staff (1-2).
- b) Selection
- i) Civic Administration will seek qualified London residents to be part of the community review panel based on the composition of the Panel defined above.
 - ii) The community review panel composition will align with the Government of Canada 50/30 Challenge <https://ised-isde.canada.ca/site/ised/en/50-30-challenge-your-diversity-advantage>.
- c) Decision Making
- i) Decisions about all funding allocations will be determined by the Community Review Panel in accordance with the relevant program guidelines with the exception of capital funding requests in excess of the approved budget for the Capital Category. Capital funding requests in excess of the available budget will be reviewed by the Community Review Panel and, if recommended, be referred to the budget process noting that a detailed business case must be submitted as part of the budget request.
 - ii) All applications, regardless of the granting category, will be assessed for both alignment with, and ability to advance the City's Strategic Plan.

4.6 Grant Appeal Process

- a) All decisions related to grant applications for the City of London Community Grants Program are open to appeal by the grant applicant.
- b) Applicants to the London Community Grants Program may appeal a decision based on two criteria:
 - i) New Information: From the time the grant application was initially submitted, new information that could impact the grant decision became available that, for good reason, was not available at the time of the initial application; or,
 - ii) A Procedural Error was made when assessing the grant application.
- c) The Director of Community Development and Grants or designate will review all appeals in accordance with the Appeals Guideline to determine which appeals meet the criteria for further review.
- d) Legitimate appeals will be referred to the Deputy City Manager, Neighbourhood and Community-Wide Services.
- e) The Deputy City Manager, Neighbourhood and Community-Wide Services may refer the funding appeal to any member of the Senior Leadership Team, depending on the relevant area of the City's Strategic Plan under which the proposed initiative has been aligned.
- f) Decisions of all appeals will be final.

Bill No.
2023

By-law No.

A by-law to ratify and confirm the Resolutions
of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the
Business Corporations Act R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act*
provides that a resolution in writing dealing with all matters required by this Act to be
dealt with at a meeting of shareholders, and signed by all the shareholders or their
attorney authorized in writing entitled to vote at the meeting, satisfies all the
requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole
shareholder of London Hydro Inc.;

AND WHEREAS Subsection 9 of the *Municipal Act, 2001* provides that a
municipality has the capacity, rights, powers and privileges of a natural person for the
purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that
a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City
of London enacts as follows:

1. The Resolutions of the Shareholder of London Hydro Inc., attached as
Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual
Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 25th day of July, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading –
Second Reading –
Third Reading –

SCHEDULE "1"

LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2023 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|---------------------|--------------------------------|--|
| First | Tim Watson | the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024 |
| First | Cedric Gomes | the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024 |

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|---------------------|--------------------------------|--|
| Second | Connie Graham | the close of the annual meeting of shareholders to be held in 2026 for the financial year ending December 31, 2025 |

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|--------------|-------------------------|---|
| Second | Guy Holburn | The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025 |
| Third | Andrew Hrymak | the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023 |
| Third | Tania Goodine | the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023. |
| Fourth | Corrine Rahman | the term ending November 14, 2026 |

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2023.

The Corporation of the City of London

By: _____
 Name: Josh Morgan
 Title: Mayor

By: _____
 Name: Michael Schulthess
 Title: City Clerk

Planning and Environment Committee

Report

12th Meeting of the Planning and Environment Committee
July 17, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy, S. Stevenson, J. Pribil and D. Ferreira; M. Corby, A. Curtis, K. Edwards, D. Escobar, M. Greguol, B. House, K. Huckabone, M. Hynes, P. Kavcic, T. Macbeth, C. Maton, H. McNeely, B. O'Hagan, B. Page, N. Pasato, M. Pease, S. Tatavarti, S. Wise and J. Yanchula

Remote attendance: Councillors S. Trosow, and C. Rahman; I. Abushehada, M. Clark, S. Meksula, L Mottram, A. Patel, A. Riley, B. Westlake-Power, K. Wilding and P. Yeoman

The meeting is called to order at 4:03 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: A. Hopkins

Seconded by: S. Franke

That Items 2.1 to 2.5, inclusive, BE APPROVED.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 7th Report of the Ecological Community Advisory Committee

Moved by: A. Hopkins

Seconded by: S. Franke

That the following actions be taken with respect to the 7th Report of the Ecological Community Advisory Committee, from its meeting held on June 15, 2023:

a) the Working Group comments relating to the property located at 1176 Crumlin Sideroad BE FORWARDED to the Civic Administration consideration;

b) the Working Group comments relating to Kensington Bridge BE FORWARDED to the Civic Administration for consideration;

c) the Civic Administration BE REQUESTED to provide the Ecological Community Advisory Committee (ECAC) with the existing definitions of the OS4 and OS5 Zones as these zones relate to environmentally significant areas when the staff presentation is to be heard; it being noted that the Notice of Planning Application dated June 5, 2023, relating to the Notice of

Application – ReThink Zoning, was received; it being further noted that the Civic Administration will provide a presentation on this matter at a future ECAC meeting;

d) the Committee Clerk BE DIRECTED to send a communication to S. Miklosi indicating that attendance has been an issue and that, unless the City Clerk is provided a reason for the extended absence, the Ecological Community Advisory Committee will be asking the Planning and Environment Committee to rescind the appointment; and,

e) clauses 1.1, 3.1 to 3.4, inclusive, 4.2, 4.3, 5.1 to 5.3, inclusive and clause 5.5 BE RECEIVED for information.

Motion Passed

2.2 Byron Gravel Pit Secondary Plan - Draft Preferred Land Use Plan

Moved by: A. Hopkins

Seconded by: S. Franke

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

a) the Civic Administration BE DIRECTED to commence a public engagement process to gather further community and partner feedback;

it being noted that the feedback received through this consultation process, and the outcome of supporting studies will inform the Final Byron Gravel Pits Secondary Plan and implementing an Official Plan Amendment that will be prepared for the consideration and approval at future Planning and Environment Committee and Council meetings; and,

b) the draft Byron Gravel Pits Secondary Plan appended to the staff report dated July 17, 2023 as Appendix "A" BE RECEIVED for information;

it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2032-D05)

Motion Passed

2.3 Proposed Amendments to the Business Improvement Area By-laws

Moved by: A. Hopkins

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to proposed amendments to the existing Business Improvement Area by-laws:

a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. A.-6873-292, Argyle Business Improvement Association Board of Management By-law;

b) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. CP-2, The London Downtown Business Association Improvement Area By-law;

c) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. C.P.-1528-486, A by-law to designate an area as an improvement area and to establish the board of management for the purposes of managing the Hamilton Road Business Improvement Area;

d) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. C.P.-1519(a)-11, Hyde Park Business Improvement Association Board of Management By-law; and,

e) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "E" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. CP-1, Old East Village Business Improvement Area By-law;

it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-C01)

Motion Passed

2.4 Application for Exemption from Part Lot Control - 1525 Chickadee Trail

Moved by: A. Hopkins
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, with respect to the application by Jaime Crncich (2555212 Ontario Ltd. o/a Magnus Homes), for lands located at 1525 Chickadee Trail, the proposed by-law appended to the staff report dated July 17, 2023 as included on the Planning and Environment Committee Added Agenda BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023 to exempt part of Block 70 Registered Plan 33M-814, more particularly described as Parts 1 to 12, inclusive, on Plan 33R-21649, from the Part Lot Control provisions of subsection 50(5) of the *Planning Act*, for a period not to exceed three (3) years;

it being noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D25)

Motion Passed

2.5 Building Division Monthly Report - April, 2023

Moved by: A. Hopkins
Seconded by: S. Franke

That the Building Division monthly report for the month of April, 2023 BE RECEIVED for information. (2023-A23)

Motion Passed

3. Scheduled Items

3.1 Request to Remove the Properties at 2 & 3 Kennon Place from the Register of Cultural Heritage Resources

Moved by: A. Hopkins
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the properties located at 2 Kennon Place and 3 Kennon Place BE REMOVED from the Register of Cultural Heritage Resources;

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

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins
Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins
Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (4): S. Lehman, S. Lewis, A. Hopkins , and S. Hillier

Absent: (2): S. Franke, and Mayor J. Morgan

Motion Passed (4 to 0)

3.2 Request to Remove the Property at 689 Hamilton Road from the Register of Cultural Heritage Resources

Moved by: S. Franke
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the property located at 689 Hamilton Road BE REMOVED from the Register of Cultural Resources;

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

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into

consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.3 1474 Kilally Road (Z-9605)

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 1216571 Ontario Incorporated, relating to the property located at 1474 Kilally Road:

- a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 (R1-6) Zone TO a Residential R5 Special Provision (R5-4()) Zone; and,
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) at the time of Site Plan Approval, the building design and site layout is to be similar to that which was considered at the time of the Zoning By-law Amendment Application;
 - ii) recommendations of the Geotech analysis toe of slope and top of slope be implemented through the Site Plan Approval process; and,
 - iii) ensure enhanced tree planting is provided;

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

- the Project Summary from J. Smolarek, Siv-ik Planning and Design;

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

- J. Smolarek, Siv-ik Planning and Design;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), 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 London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood;
- the recommended amendment facilitates an infill development on an underutilized site and provides a broader range and mix of housing options within the area; and,

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.4 165-167 Egerton Street (Z-9608)

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Elgin Contracting & Restoration, relating to the properties located at 165-167 Egerton Street:

- a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 R2 (R2-2) Zone TO a Residential R5 Special Provision (R5-5()) Zone; and,
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) consent to remove any boundary trees is required prior to final Site Plan Approval;
 - ii) fencing and/or landscaping be provided along the perimeter of the site to ensure adequate buffering is maintained between the subject lands and adjacent properties;
 - iii) details surrounding garbage storage and collection be finalized;
 - iv) at the time of Site Plan Approval, the building design is to be similar to that which was considered at the time of the Zoning By-law Amendment application; and,
 - v) staff be directed to discuss short-term bicycle parking;

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

- N. Dyjach, Strik Baldinelli Moniz Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions;
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options; and,

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters (2023-D14)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins, S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Lewis
Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.5 146 Exeter Road (39T-22502)

Moved by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 1103125 Ontario Inc., relating to the lands located at 146 Exeter Road (Richardson North Subdivision):

- a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 Urban Reserve (UR6) Zone and Holding Light Industrial (h-17*LI3) Zone TO a Holding Residential R1 Special Provision R1 (h*h-100*R1-13(7)), Holding Residential Special Provision R4 (h*h-100*h-198*R4-4(2)), Holding Residential Special Provision R5/R6 (h*h-100*h-198*R5-4()/R6-5()), Holding Restricted Service Commercial Special Provision/ Arterial Commercial Special Provision h/RSC1/RSC2()/RSC3(16)/RSC4(14)/RSC5(16)/(AC4()), Open Space (OS1), Open Space (OS5), Open Space Special Provision (OS5()) and Urban Reserve (UR4) Zone on the proposed Draft Plan of Subdivision;
- b) the Approval Authority BE ADVISED that the following issues were raised through the application review process for the property located at 146 Exeter Road:
 - i) concerns with the single-family home sprawl as that area as has 20% fewer units than the medium density area but takes up nearly twice as much space;
 - ii) believing this is an inefficient use of space;
 - iii) indicating that sprawl incentivizes driving and disincentivizes active and public transit;
 - iv) believing that sprawl costs the City more money to maintain and service;
 - v) indicating that sprawl is financially unsustainable;

- vi) indicating that the staff report indicates that green space is provided as the focal point and central gathering area; noting there are two greenspaces at opposite ends;
- vii) advising that the greenspace at the top is Open Space 5 where a park cannot be established and the Open Space 1 greenspace is down near the single family homes where there are backyards;
- viii) stating that there is a park in the neighbouring community which is good for anyone who does not have to cross Bradley Avenue; noting that the residents in the medium density area who want to go to a park with a playground will have to cross four lanes of traffic;
- ix) pointing out that the nearest higher priced grocery store is a twenty-two-to-twenty-seven-minute walk and the nearest budget grocery store is a thirty-one to thirty-seven minute walk along Wonderland Road;
- x) wondering what indoor bicycle parking will be provided for the medium density units who do not own garages; noting that they have lived in a building without proper bicycle storage and it is a very big disincentive to try to bicycle anywhere;
- xi) providing bike paths is great but consideration needs to be given to where people can store their bikes when at home;
- xii) believing that if the single-family units were to be replaced with more dense options such as townhouses, three storey walk ups, mixed use buildings, it would increase the number of homes in this area;
- xiii) requesting a review of the major road alignment; and,
- xiv) indicating that there is not a central gathering point in the development and if the development was denser, there could be a gathering space in the middle of the development;

c) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by 1103125 Ontario Inc., (File No. 39T-22502), prepared by Monteith Brown Planning Consultants, Project No. 20-20801, dated May 18, 2022, which shows 307 single detached lots; sixteen (16) low density townhouse blocks, four (4) medium density residential blocks; one (1) commercial block; (2) open space/drainage blocks; twelve (12) road widening and reserve blocks, serviced by six (6) new local streets (Street Q, R, S, T, U and V), SUBJECT TO the conditions appended to the staff report dated July 17, 2023 as Appendix “B”;

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

- J. McGuffin, Monteith Brown Planning Consultants; and,
- J. Lalonde;

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

- the proposed amendments and plan are consistent with the Provincial Policy Statement, 2020 which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents;
- the proposed zoning amendments conform to The London Plan and the Southwest Area Plan;
- the related plan of subdivision, under review by the Approval Authority, supports a broad range of low and medium density residential development opportunities within the site including more intensive, mid-rise apartments and townhouses along the Bradley Avenue West corridor and commercial/industrial uses along Wharncliffe Road South. The red-lined Draft Plan has been designed to support these uses and to achieve

a visually pleasing development that is pedestrian friendly, transit supportive and accessible to the surrounding community; and,

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Motion Passed

Additional Votes:

Moved by: A. Hopkins
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins
Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis
Seconded by: S. Lehman

Motion to approve the Residential R1 Special Provision R1 (R1-13(7)) in part a)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins
Seconded by: S. Lewis

That, pursuant to section 35.8 of the Council Procedure By-law, the reconsideration of the motion related to the approval of the R1 Special Provision BE APPROVED.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis
Seconded by: S. Lehman

Motion to approve the Residential R1 Special Provision R1 (R1-13(7)) in part a).

Yeas: (4): S. Lehman, S. Lewis, A. Hopkins , and S. Hillier

Nays: (1): S. Franke

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Moved by: A. Hopkins
Seconded by: S. Lewis

Motion to approve the remainder of the clauses, parts b) and c).

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.6 725, 729, 735, 737 Dundas Street, 389, 391, 393 Hewitt Street, a portion of 700 King Street, 400 Lyle Street and Other Properties (SPA22-057)

Moved by: A. Hopkins
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by East Village Holdings Limited, relating to the property located at 725-735 Dundas Street, 389-393 Hewitt Street, a portion of 700 King Street, 400 Lyle Street and other properties:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a mixed-use, 24-storey apartment building:

- i) enquiring about the Unity Project access to the garbage which is historically and grandfathered into the previous development agreement for the site;
- ii) wondering where the Unity Project access door is located; is it possible to keep the access door where it is currently located;
- iii) enquiring whether or not the Unity Project will have access to the driveway during construction;
- iv) requesting the removal of the non-conforming use parking lot and the inclusion of the pedestrian walkway that appears in Appendix "A" in section 4.2;
- v) wondering what assurances city staff can provide that the parking lot removal and the pedestrian walkway development will be done in this phase of the development;
- vi) advising that the current garbage location is not secured and personal garbage and large furniture is strewn around the site;
- vii) asking if staff can explain if the existing system noted in 4.3 will still be used once this new building is rented and more clearly outline where additional garbage will be stored and managed;
- viii) requesting that the issues that have already been identified in the staff report are dealt with at the same time as the current process;
- ix) advising that there is limited greenspace in the area and wondering if more trees can be planted as a number have been removed to facilitate rapid transit; and,

- x) wondering if commercial development will be occurring on Hewitt Street; and,
- b) the Approval Authority BE ADVISED that the Municipal Council does not have any issues with respect to the Site Plan Application, and that the Council supports the Site Plan Application;

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

- A. Brown, Stantec Consulting;
- S. Langer, Unity Project;
- J. Pastorius, Old East Village Business Improvement Area;
- F. Felice;
- S. Merritt;
- AM Valastro; and,
- Y. Somalingam;

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

- the proposed Site Plan is consistent with the PPS 2020, which directs growth to settlement areas and enhancing main streets;
- the proposed Site Plan conforms to The London Plan, and the Old East Village Dundas Street Corridor Secondary Plan including, but not limited to the policies of the Old East Village Core and King Street Character Areas;
- the proposed Site Plan complies with the regulations of the Z.-1 Zoning By-law;
- the proposed Site Plan meets the requirements of the Site Plan Control Area By-law; and,

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04/D02)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier
Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:
Moved by: S. Franke
Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier
Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins
Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier
Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.7 159 Clarke Road and 1900 and 1902 Trafalgar Street (Z-9604)

Moved by: S. Lewis

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2323225 Ontario Inc. c/o Candevcon Limited, relating to the property located at 1900-1902 Trafalgar Street and 159 Clarke Road:

- a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 R3 (R3-2) and Convenience Commercial (CC3) Zone, TO a Special Provision Neighbourhood Shopping Area (NSA3(_)) Zone; and,
- b) the Site Plan Approval Authority BE REQUESTED to consider the following items through the site plan process:
 - i) fencing and/or landscaping be provided along the perimeter of the site to ensure adequate buffering maintained between the subject lands and adjacent residential properties; and,
 - ii) reduce parking to provide space for outdoor amenity areas at the rear of the building, as well to incorporate landscape islands, drive aisles and to facilitate on-site maneuvering;

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 London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions;
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options; and,

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.8 38 Exeter Road (Z-9582)

Moved by: A. Hopkins

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Strik, Baldinelli, Moniz Ltd., on behalf of 13709159 Canada Inc. (c/o Dr. Raj Khanuja), relating to the property located at 38 Exeter Road:

a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 Holding Restricted Service Commercial (h-17*RSC1/RSC4) Zone TO a Neighbourhood Shopping Area Special Provision (NSA4()) Zone; and,

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;

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

- S. Rasanu, Strik Baldinelli Moniz Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages long-term economic prosperity to be supported by promoting opportunities for economic development and community investment-readiness (1.7.1.(a));
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendment conforms to the Wonderland Road Community Enterprise Corridor policies in the Southwest Area Plan (SWAP);
- the recommended amendment facilitates the development of a vacant site with a within the Built-Area Boundary with an appropriate form of development; and,

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.9 46 Elmwood Place (Z-9583)

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Zelinka Priamo Ltd on behalf of Veranda Property Investments Inc., relating to the property located at 46 Elmwood Place:

- a) the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 Community Facility (CF3) Zone TO a Residential R8 Special Provision (R8-4(*)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) ensure the minimum standards for the site plan control by-laws are addressed regarding, walkways and fire route design;
 - ii) ensure that there is an adequate amount of amenity space for the anticipated number of residents;
 - iii) provide easily accessible temporary bicycle parking facilities on-site;
 - iv) incorporate landscape areas for screening, visual amenity, and to assist with stormwater management and reduce the heat island effect throughout the parking lot; and,

v) provide an Environmental Management Plan to address protection of the Coves ESA, Restoration Plan for the area of parking lot removal and installation of chain link fence to prevent encroachment into the ESA; and,

c) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law;

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

- the staff presentation;

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

- C. Kulchycki, Zelinka Priamo Ltd.; and,
- M. Balch;

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 (PPS), 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 London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment facilitates the development of a site with a vacant building within the Built-Area Boundary and Primary Transit Area with an appropriate form of infill development; and,

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Franke
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins, S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3.10 599-601 Richmond Street (Z-9607)

Moved by: S. Hillier
Seconded by: S. Lewis

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Westdell Development Corporation, relating to the property located at 599-601 Richmond Street:

- a) the proposed attached by-law BE INTRODUCED at the Municipal Council meeting to be held on July 25, 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 lands FROM a Business District Commercial Special Provision Bonus Zone (BDC(1)*B-87) Zone TO a Business District Commercial Special Provision (BDC(_)) Zone; and,
- b) the Civic Administration, including but not limited to the staff of the Municipal Housing Development team, BE DIRECTED to work with the applicant to provide for affordable housing units in the above-noted proposed development; it being noted that any such units could be a part of the Roadmap to 3,000 Affordable Units, as well as assist with Council's Strategic focus to increase access to a range of quality affordable housing options;

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

- the staff presentation;
- a communication dated July 8, 2023, from C. Butler;
- a communication dated July 13, 2023, from I. Meddoui President, Westdell Development; and,
- a communication from A.M. Valastro;

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

- M. Poddar, Westdell Development Corporation; and,
- A.M. Valastro, North Talbot Community Association;
- P. Cullimore; and,
- G. Mitsis;

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

- consistent with the Provincial Policy Statement, 2020;
- conforms to the in-force policies of the Official Plan for the City of London, 2016, including, but not limited to the Rapid Transit Corridor Place Type, City Building Policies, Our Tools, and all other applicable policies in the Official Plan for the City of London, 2016;

- facilitates the development of a site within the Built-Area Boundary with an appropriate form of new development; and,

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4. Items for Direction

4.1 Comprehensive Review of The London Plan Update (O-9595)

Moved by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Comprehensive Review of The London Plan:

- a) the Civic Administration BE DIRECTED to close the Section 26 Comprehensive Review file;
- b) the Civic Administration BE DIRECTED to continue work related to the Land Needs Assessment background analysis to inform future recommendations related to housing and non-residential demand and the supply of developable lands;
- c) the Civic Administration BE DIRECTED to circulate the staff report dated July 17, 2023 to interested parties for consideration of potential conversion of employment lands from an Industrial Place Type to another Urban Place Type in The London Plan; and,

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

it being noted that a revised Terms of Reference for the amendment application to review The London Plan will be presented to a future meeting of Council, following Provincial approval of a new Provincial Planning Statement policy framework;

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

- the staff presentation;
- a request for delegation status dated July 12, 2023, from M. Wallace, London Development Institute;
- a communication dated July 13, 2023, from J. Fleming, City Planning Solutions, on behalf of 1803299 Ontario Inc.;
- a communication dated July 10, 2023, from S. Copp, Copp Realty Corp.;
- a communication from A. Soufan, York Developments;
- a communication from C. Brekelmans, C-Cubed Holdings; and,
- a communication from J. Fleming, City Planning Solutions, on behalf of C.-Cubed Holdings;

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-C08)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to approve the request for delegation status from M. Wallace with respect to the update on the Comprehensive Review of The London Plan.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.2 221 Queens Avenue - Temporary Zoning By-law Amendment (TZ-9598)

Moved by: S. Lewis

Seconded by: S. Hillier

That, notwithstanding the recommendation of the Director, Planning and Development and on the direction of Planning and Environment Committee, based on the application by Sifton Properties Limited, relating to the property located at 221 Queens Avenue, the proposed by-law appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-69) Zone for a period not exceeding three (3) years;

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

- the revised staff report;
- a request for delegation status dated July 13, 2023, from A. Haasen, Sifton Properties Limited; and,
- the draft conceptual landscape enhancement plan;

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

- that in the opinion of Council, the recommended amendment is in conformity with the in-force policies of The London Plan, including but not limited to the Temporary Use Provisions policies contained in Our Tools;
- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted. If upon expiration of the Temporary (T-69) Zone, there must be an enhanced landscaped plan incorporated with the next extension application. The owner is advised that no extensions to the Temporary (T-69) Zone shall be granted without the submission of an enhanced landscaped plan; and,

it being also noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D14)

Yeas: (4): S. Lehman, S. Lewis, A. Hopkins , and S. Hillier

Nays: (1): S. Franke

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to approve the request for delegation status from A. Haasen, Sifton Properties Limited, with respect to the application by Sifton Properties Limited, relating to 221 Queens Avenue.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.3 39 Carfrae Street - Application Pursuant to Heritage Easement Agreement

That the following actions be taken with respect to the application pursuant to the Heritage Easement Agreement under Section 37, *Ontario Heritage Act*, for the property located at 39 Carfrae Street:

- a) the Civic Administration BE DIRECTED to work with the applicant to resolve outstanding concerns with Schedule "C" and Schedule "D" of the Heritage Easement Agreement and bring back an update within 6 months on the status; it being noted that staff are directed to suspend enforcement measures on the existing fireplace matters until further direction from Council on the Heritage Easement Agreement; and,

b) the heritage alteration application to install asphalt shingles or an alternate composite material for the roof replacement of the property located at 39 Carfrae Street BE APPROVED;

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

- a request for delegation status dated July 8, 2023 from J. Gard;
 - The Ontario Cottage Tour, October 1, 2000;
 - a communication from B.L. Hiddleston, Hon. Archivist and Historian to The Queen Elizabeth Castle of Mey Trust relating to the Thistle Finial;
 - Carfrae Notes dated October 4, 1987;
 - a request for delegation status dated July 13, 2023, from G. Hodder;
 - a communication dated July 13, 2023 from W. Kinghorn, President, ACO London Region Branch; and,
 - a request for delegation status dated July 14, 2023 from J.H. Beck;
- and,

it being further noted that any and all oral and written submissions from the public related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Motion Passed

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to approve the request for delegation status from J. Gard, G. Hodder and H. Beck with respect to the application by J. Gard relating to the property located at 39 Carfrae Street.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Hillier

That the motion BE AMENDED to include the following, as a new part b)

b) that the heritage alteration application to install asphalt shingles or an alternate composite material for the roof replacement of the property located at 39 Carfrae Street BE APPROVED.

Yeas: (3): S. Lehman, S. Lewis, and S. Hillier

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

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to approve part a) of the amended motion as follows:

a) motion to direct staff to work with the applicant to resolve outstanding concerns with Schedule "C" and Schedule "D" of the Heritage Easement Agreement and bring back an update within 6 months on the status. It being noted that staff are directed to suspend enforcement measures on the existing fireplace matters until further direction from Council on the Heritage Easement Agreement.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

Moved by: S. Lewis

Seconded by: S. Hillier

Motion to approve part b) of the amended motion as follows:

b) that the heritage alteration application to install asphalt shingles or an alternate composite material for the roof replacement of the property located at 39 Carfrae Street BE APPROVED.

Yeas: (3): S. Lehman, S. Lewis, and S. Hillier

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

Absent: (1): Mayor J. Morgan

Motion Passed (3 to 2)

5. Deferred Matters/Additional Business

5.1 (ADDED) 8th Report of the Community Advisory on Planning

Moved by: A. Hopkins

Seconded by: S. Lewis

That, the following actions be taken with respect to the 8th Report of the Community Advisory Committee on Planning, from its meeting held on July 12, 2023:

a) the following actions be taken with respect to the Notice of Application, dated June 14, 2023, from S. Wise, Senior Planner, with respect to Official Plan and Zoning By-law Amendments related to the property located at 50 King Street and 399 Ridout Street North:

i) a Working Group BE CREATED to review the above-noted Application and the Heritage Impact Assessment Phase II, dated March 10, 2023, from York Developments, and report back to the August meeting of the Community Advisory Committee on Planning (CACP); and,
ii) the applicant for this matter BE INVITED to the August meeting of the CACP for a discussion related to this application; it being noted that the above-noted Notice of Application and Heritage Impact Assessment Phase II, were received with respect to this matter; and,

b) clauses 1.1, 3.1 to 3.3, inclusive, 4.1, 5.1 to 5.4, inclusive, and 6.1 BE RECEIVED for information.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 9:28 PM.

Appendix A – Zoning Bylaw Amendment

Bill No. (number to be inserted by Clerk's Office)
2023

By-law No. Z.-1-

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 599-
601 Richmond Street

WHEREAS Westdell Development Corporation has applied to rezone an area of land located at 599-601 Richmond Street, as shown on the map attached to this by-law, as set out below;

WHEREAS this rezoning conforms to the Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 599-601 Richmond Street, as shown on the attached map comprising part of Key Map No. A107, from a Business District Commercial Special Provision Bonus Zone (BDC(1)*B-87) Zone to another Business District Commercial Special Provision (BDC(_)) Zone;
- 2) Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provision:

BDC(_) 599-601 Richmond Street

a) Permitted Uses:

- i) Any use permitted in the BDC2 Zone variation.

b) Regulations:

- | | |
|----------------------------------|---|
| i) Lot Frontage (Minimum) | 3 metres (9.8 feet) |
| ii) Rear Yard Depth (Minimum) | 4.4 metres (14.4 feet) |
| iii) Lot Coverage (Maximum) | 91% |
| iv) Height (Maximum) | the lesser of 39.0 metres, or 12 storeys |
| v) Density (Maximum) | 810 units per hectare |

- 3) This Amendment shall come into effect in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

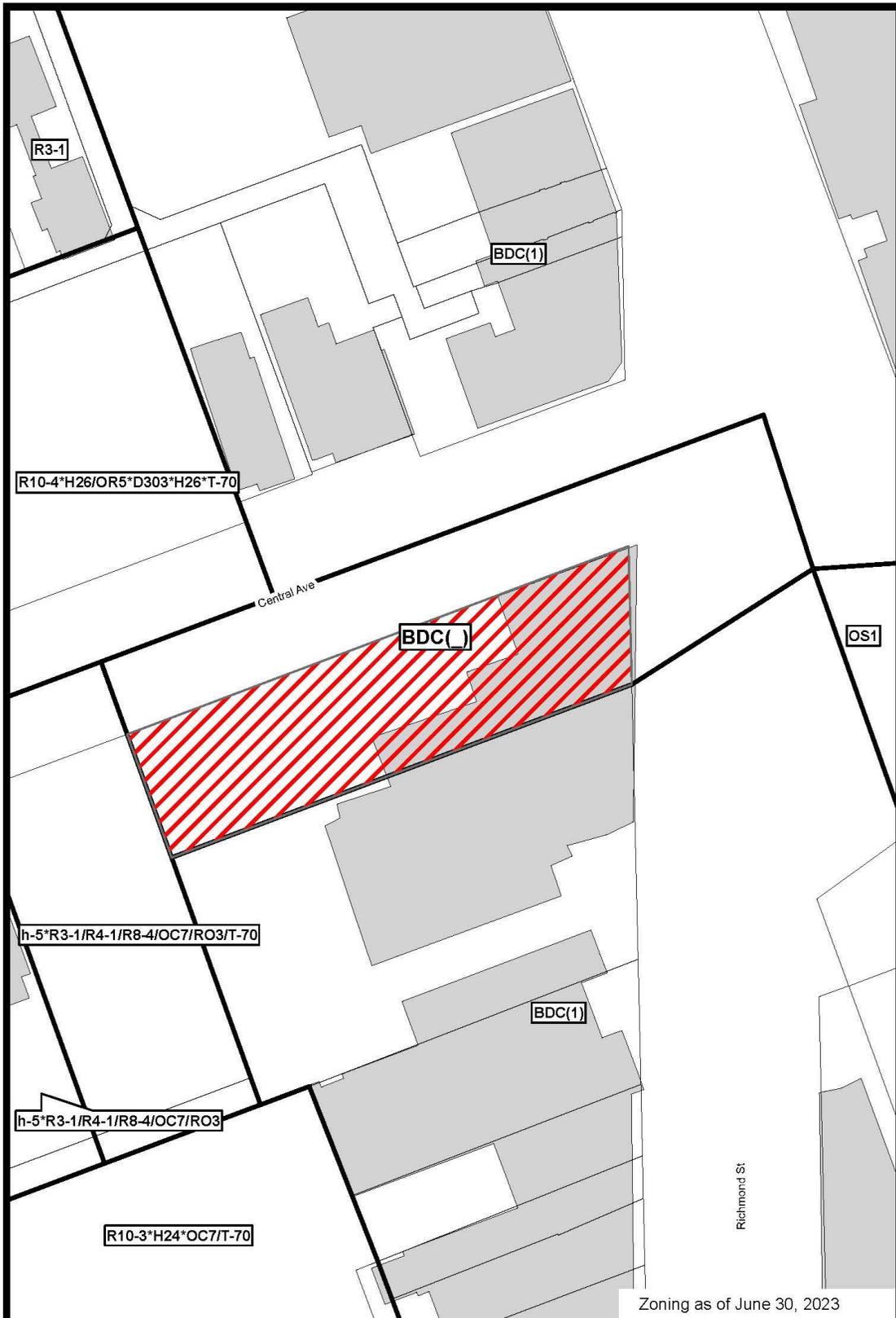
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: PEC item 3.10
 Planner: NP
 Date Prepared: 2023/07/17
 Technician: JI
 By-Law No: Z-1-

SUBJECT SITE 

1:600

0 3 6 12 18 24 Meters



Geodatabase

Corporate Services Committee

Report

14th Meeting of the Corporate Services Committee
July 17, 2023

PRESENT: Councillors S. Lewis (Chair), S. Stevenson, S. Trosow, D. Ferreira

ABSENT: H. McAlister, Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, A. Barbon, S. Corman, K. Dickins, D. Escobar, A. Hagan, H. McNeely, K. Murray, K. Oudekerk, J. Paradis, A. Rammeloo, K. Scherr, B. Westlake-Power, P. Yeoman

Remote Attendance: Councillors C. Rahman, A. Hopkins; B. Baar, B. Card, E. Bennett, M. Schulthess, C. Smith

The meeting is called to order at 12:01 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Stevenson

Seconded by: D. Ferreira

That Consent Items 2.1 to 2.8 BE APPROVED, excluding Item 2.5.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

2.1 2022 Investment Portfolio Report

Moved by: S. Stevenson

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2022 Investment Portfolio Report, providing a summary of the performance of the City of London's investments, BE RECEIVED for information.

Motion Passed

2.2 Elected Officials and Appointed Citizen Members 2023 Remuneration

Moved by: S. Stevenson

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated July 17, 2023, entitled "Elected Officials and Appointed Citizen Members 2023 Remuneration" BE RECEIVED for information.

Motion Passed

2.3 2022 Emergency Procurement - Forestry Operations

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the report and source of financing for purchase orders issued under Section 14.2 of the Procurement of Goods and Services Policy BE RECEIVED with respect to the Forestry Operations emergency procurement in response to storm damaged trees in May 2022 at a total price of \$209,143 (HST excluded).

Motion Passed

2.4 Delegation of Authority By-law: Environment and Infrastructure Approvals and Agreements

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed Delegation of Authority by-law as appended to the staff report dated July 17, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to:

- a) delegate the authority to bind the Corporation of the City of London to members of Civic Administration in a specific list of circumstances; and,
- b) authorize the execution by the applicable delegated member of the Civic Administration of any contract, agreement or other documents, as required, to give effect to the delegated decision, as indicated in Appendix "A".

Motion Passed

2.6 Freedom of the City - HMCS Prevost

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the City Clerk, and in response to the request of the HMCS Prevost, the HMCS Prevost BE AUTHORIZED to exercise its previously granted Freedom of the City of London on Saturday, September 23, 2023, to mark the Centennial of the Naval Reserves.

Motion Passed

2.7 City of London Days at Budweiser Gardens - United Way

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the City Clerk and in accordance with Council's City of London Days at Budweiser Gardens Policy, the request from the United Way Elgin & Middlesex to host the annual Stairclimb on November 2, 2023, BE APPROVED as a City of London Day at Budweiser Gardens.

Motion Passed

2.8 Update on Association of Municipalities of Ontario Board Advocacy

Moved by: S. Stevenson

Seconded by: D. Ferreira

That the communication dated July 17, 2023 from Councillor A. Hopkins regarding the Update on Association of Municipalities of Ontario Board Advocacy BE RECEIVED.

Motion Passed

4. Items for Direction

4.1 Consideration of Appointments to the London Community Advisory Committees

That the following actions be taken with respect to the Community Advisory Committees:

a) that the following actions be taken with respect to appointments to the Animal Welfare Community Advisory Committee:

i) the following individuals BE APPOINTED as Voting Members to the Animal Welfare Community Advisory Committee for the term ending February 2024:

- Nicole Karsch
- Steve Ryall

ii) the City Clerk BE DIRECTED to have the application for the Animal Welfare Community Advisory Committee remain on the City website in order to receive additional applications for appointment;

b) the consideration of appointments to the Community Advisory Committee on Planning BE FORWARDED to the Municipal Council for a decision; it being noted of the following voting record from the Corporate Services Committee:

Mark C. Ambrogio - 4 votes
Sarvarinder Singh Dohil - 4 votes
Danalynn - 2 votes
Jeff Gard - 2 votes

c) the following individuals BE APPOINTED as Voting Members to the Diversity, Inclusion and Anti-Oppression Community Advisory Committee for the term ending February 2024:

- Saleme Atieh
- David Godwin
- Margot Stothers
- Nandini Syed

d) the following individuals BE APPOINTED as Voting Members to the Environmental Stewardship and Action Community Advisory Committee for the term ending February 2024:

- Becca Amendola
- Russell Duvernoy
- Amy Ford
- Mary Ann Hodge
- Allison Pert

e) the consideration of appointments to the Integrated Transportation Community Advisory Committee BE FORWARDED to the Municipal Council for a decision; it being noted of the following voting record from the Corporate Services Committee:

Emily Poirier - 4 votes
Anuar Issa - 3 votes
Christopher DeGroot - 2 votes
Amanda Pfeffer - 2 votes

Motion Passed

Voting Record:

Moved by: S. Trosow
Seconded by: D. Ferreira

That the following actions be taken with respect to the Community Advisory Committees:

a) the following individuals BE APPOINTED as Voting Members to the Animal Welfare Community Advisory Committee for the term ending February 2024:

- Nicole Karsch
- Steve Ryall

and

b) the City Clerk BE DIRECTED to have the application for the Animal Welfare Community Advisory Committee remain on the City website in order to receive additional applications for appointment.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Election

Consideration of appointment to the Community Advisory Committee on Planning.

Mark Ambrogio (18.18 %):S. Trosow, D. Ferreira

Paul Michael Anderson (9.09 %):D. Ferreira

Crispin Colvin (0.00 %):None

Danalynn (9.09 %):D. Ferreira

Robin Easterbrook (9.09 %):S. Lewis

Stephen Fenn (0.00 %):None

Mohsen Gabr (9.09 %):S. Lewis

Jeff Gard (18.18 %):S. Lewis, S. Stevenson

David Godwin (9.09 %):S. Stevenson

Sarvarinder Singh Dohil (18.18 %):S. Stevenson, S. Trosow

Conflict (0): None

Majority Winner: Jeff Gard; Mark Ambrogio; Sarvarinder Singh Dohil

Election

Second selection round - Community Advisory Committee on Planning

Ambrosio, Mark (25.00 %):S. Lewis, S. Trosow, D. Ferreira

Anderson, Paul Michael (0.00 %):None

Danalynn (16.67 %):S. Trosow, D. Ferreira
Dohil, Sarvarinder Singh (33.33 %):S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
Easterbrook, Robin (0.00 %):None
Gabr, Mohsen (0.00 %):None
Gard, Jeff (16.67 %):S. Lewis, S. Stevenson
Godwin, David (8.33 %):S. Stevenson
Conflict (0): None

Majority Winner: No majority

Election

Second selection round - Community Advisory Committee on Planning

Dohil, Sarvarinder Singh (33.33 %):S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
Ambrosio, Mark (33.33 %):S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
Danalynn (16.67 %):S. Trosow, D. Ferreira
Gard, Jeff (16.67 %):S. Lewis, S. Stevenson
Conflict (0): None

Majority Winner: No majority

Moved by: S. Trosow
Seconded by: S. Stevenson

That the consideration of appointments to the Community Advisory Committee on Planning BE FORWARDED to the Municipal Council for a decision; it being noted of the following voting record from the Corporate Services Committee:

Ambrogio - 4 votes

Dohil - 4 votes

Danalynn - 2 votes

Gard - 2 votes

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Election

Consideration of Appointment to the Diversity, Inclusion and Anti-Oppression Community Advisory Committee.

Saleme Atieh (25.00 %):S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
David Godwin (18.75 %):S. Lewis, S. Stevenson, D. Ferreira
Ainsley Graham (12.50 %):S. Trosow, D. Ferreira
Margot Stothers (18.75 %):S. Lewis, S. Stevenson, S. Trosow
Nandini Syed (25.00 %):S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
Conflict (0): None

Majority Winner: Nandini Syed; Saleme Atieh; David Godwin; Margot Stothers

Moved by: S. Stevenson
Seconded by: D. Ferreira

That the following individuals BE APPOINTED as Voting Members to the Diversity, Inclusion and Anti-Oppression Community Advisory Committee for the term ending February 2024:

- Saleme Atieh
- David Godwin
- Margot Stothers
- Nandini Syed

Yeas: (3): S. Lewis, S. Stevenson, and D. Ferreira

Nays: (1): S. Trosow

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (3 to 1)

Election

Consideration of Appointment to the Environmental Stewardship and Action Community Advisory Committee.

Alfred Adu Bobi (6.25 %):S. Lewis

Becca Amendola (18.75 %):S. Stevenson, S. Trosow, D. Ferreira

Jordan Elizabeth Buck (6.25 %):S. Stevenson

Russell Duvernoy (12.50 %):S. Stevenson, D. Ferreira

Amy Ford (12.50 %):S. Stevenson, D. Ferreira

Mary Ann Hodge (18.75 %):S. Lewis, S. Trosow, D. Ferreira

Allison Pert (18.75 %):S. Lewis, S. Stevenson, D. Ferreira

Susan Ratz (6.25 %):S. Lewis

Conflict (0): None

Majority Winner: Allison Pert; Becca Amendola; Mary Ann Hodge; Amy Ford; Russell Duvernoy

Moved by: S. Trosow
Seconded by: D. Ferreira

That the following individuals BE APPOINTED as Voting Members to the Environmental Stewardship and Action Community Advisory Committee for the term ending February 2024:

- Becca Amendola
- Russell Duvernoy
- Amy Ford
- Mary Ann Hodge
- Allison Pert

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Election

Consideration of Appointment to the Integrated Transportation Community Advisory Committee.

- Christopher DeGroot (18.18 %):**S. Trosow, D. Ferreira
- Anuar Issa (18.18 %):**S. Stevenson, D. Ferreira
- Thomas Lardner (9.09 %):**S. Lewis
- Tyler Macklem (0.00 %):**None
- Emily Poirier (36.36 %):**S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
- Craig Power (0.00 %):**None
- Amanda Pfeffer (18.18 %):**S. Lewis, S. Stevenson
- Conflict (0):** None

Majority Winner: No majority

Election

Consideration of Appointment to the Integrated Transportation Community Advisory Committee.

- Emily Poirier (36.36 %):**S. Lewis, S. Stevenson, S. Trosow, D. Ferreira
- Christopher DeGroot (18.18 %):**S. Trosow, D. Ferreira
- Anuar Issa (27.27 %):**S. Lewis, S. Stevenson, D. Ferreira
- Amanda Pfeffer (18.18 %):**S. Lewis, S. Stevenson
- Conflict (0):** None

Majority Winner: No majority

Moved by: S. Stevenson
Seconded by: S. Lewis

That the consideration of appointments to the Integrated Transportation Community Advisory Committee BE FORWARDED to the Municipal Council for a decision; it being noted of the following voting record from the Corporate Services Committee:

Poirer - 4 votes

Issa - 3 votes

DeGroot - 2 votes

Pfeffer - 2 votes

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

- 4.2 Application - Issuance of Proclamation - Blood Cancer Awareness Month - Leukemia and Lymphoma Society of Canada

Moved by: S. Trosow
Seconded by: D. Ferreira

That items 4.2 to 4.4 BE APPROVED.

- 4.2 Application – Issuance of Proclamation – Blood Cancer Awareness Month – Leukemia and Lymphoma Society of Canada

That based on the application dated June 30, 2023 from Leukemia and Lymphoma Society of Canada-London Ontario, the month of September 2023 BE PROCLAIMED Blood Cancer Awareness Month-Leukemia and Lymphoma Society of Canada.

4.3 Application - Issuance of Proclamation – Arthritis Awareness Month

That based on the application dated July 6, 2023 from Arthritis Society Canada, the month of September 2023 BE PROCLAIMED Arthritis Awareness Month.

4.4 Issuance of Proclamation - Freedom of the City

That based on the application dated July 6, 2023 from His Majesty's Canadian Ship (HMCS) Prevost, September 23, 2023 BE PROCLAIMED Freedom of the City.

Yeas: (3): S. Lewis, S. Trosow, and D. Ferreira

Absent: (3): H. McAlister, S. Stevenson, and Mayor J. Morgan

Motion Passed (3 to 0)

4.5 Application - Issuance of Proclamation - National Coaches Week

Moved by: S. Trosow

Seconded by: S. Stevenson

That based on the application dated July 5, 2023 from Coaches Association of Ontario with respect to the National Coaches Week, the proclamation request BE RECEIVED; it being noted that the City Clerks Office will follow up on the application, in advance of the Council meeting of July 25, 2023.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

5. Deferred Matters/Additional Business

None.

2. Consent

2.5 Council Policy Manual Review 2023

That, on the recommendation of the City Clerk, the following actions be taken with respect to the "Policy for the Establishment and Maintenance of Council Polices":

a) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices B1 and B2 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to provide for the following new Council Policies:

1. Anti-Racism and Anti-Oppression Policy
2. Municipal Compliance Service

b) the following items, related to the Council Policy Manual Review 2023, BE REFERRED to the Governance Working Group for consideration:

the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices C1 to C49, to make the specified amendments to the following Council Policies:

1. Accountability & Transparency to Public Policy
2. Assessment Growth Policy

3. Assumption of Works and Services
4. Audio Recording of Municipal Council and Standing Committee In Closed Session Meetings Policy
5. Benefits for Survivors of Employees Killed on the Job
6. Capital Budget and Financing Policy
7. Child Care Policies
8. City of London Records Management Policy
9. City-Owned Residential Properties
10. Collective Bargaining Activities
11. Community Arts Investment Program
12. Corporate Asset Management Policy
13. Corporate Plaques and Recognitions Policy
14. Corporate Sponsorship and Advertising Policy
15. Debt Management Policy
16. Dedication of Fire Stations
17. Demolition Control
18. Employee Service Recognition Program
19. Financial Assistance for Program Activity Fees
20. Grants to Centennial Hall
21. Hiring of Employees Policy
22. Investment Policy
23. Land Dedication
24. Lessee Protection and Non-Competitive Clauses
25. Mayor - Contracted Staff
26. Mayor's New Year's Honour List Policy
27. Members of Council Public Registry Declaration of Interest
28. Multi-Year Budget Policy
29. Naming Renaming or Dedication of Municipal Property, Buildings and Park Elements Policy
30. Naturalized Areas and Wildflower Meadows
31. Policy for the Establishment and Maintenance of Council Policies
32. Procurement of Goods & Services Policy
33. Promotion of Corporate Products and Services to City Staff
34. Public Access During Council and Standing Committee Meetings
35. Public Art Monument Policy
36. Public Notice Policy
37. Public Registry Declaration of Interest for Local Boards
38. Reduced Rental Rates for Non-Profit Groups
39. Remuneration for Elected Officials and Appointed Citizen Members Policy
40. Rental of Lands for Billboards
41. Request to Waive or Reduce Facility Rental Fees
42. Reserve and Reserve Fund Policy
43. Retirement Dinners for Service Area Leads
44. Rzone Policy
45. Sale and Other Disposition of Land Policy
46. Special Events Policies and Procedures Manual
47. Surplus Deficit Policy
48. Use of the City Hall Cafeteria Policy
49. Using Centennial Hall for City Sponsored Events

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

1. Athletic Travel Grants
2. City of London Race Relations Anti Racism Policy (to be replaced by Anti-Racism and Anti-Oppression Policy)
3. Diversity and Inclusion Policy for the City of London (to be

replaced by Anti-Racism and Anti-Oppression Policy)

4. Enforcement of City Personnel Policy
5. Gender Equity in Recreation Services
6. Inclusion in Recreation Facilities, Parks and Services
7. Landing of Helicopters Policy
8. Protocol for Unapproved Aboriginal Burial Sites
9. Siting of Cannabis Retail Stores in London.

Motion Passed

Voting Record:

The following is withdrawn with the approval of the Corporate Services Committee.

Moved by: S. Trosow

Seconded by: S. Stevenson

That the matter of the Council Policy Manual Review 2023, BE REFERRED to the Governance Working Group for consideration.

Moved by: S. Trosow

Seconded by: D. Ferreira

That the following items, related to the Council Policy Manual Review 2023, BE REFERRED to the Governance Working Group for consideration:

b) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices C1 to C49, to make the specified amendments to the following Council Policies:

1. Accountability & Transparency to Public Policy
2. Assessment Growth Policy
3. Assumption of Works and Services
4. Audio Recording of Municipal Council and Standing Committee In Closed Session Meetings Policy
5. Benefits for Survivors of Employees Killed on the Job
6. Capital Budget and Financing Policy
7. Child Care Policies
8. City of London Records Management Policy
9. City-Owned Residential Properties
10. Collective Bargaining Activities
11. Community Arts Investment Program
12. Corporate Asset Management Policy
13. Corporate Plaques and Recognitions Policy
14. Corporate Sponsorship and Advertising Policy
15. Debt Management Policy
16. Dedication of Fire Stations
17. Demolition Control
18. Employee Service Recognition Program
19. Financial Assistance for Program Activity Fees
20. Grants to Centennial Hall
21. Hiring of Employees Policy
22. Investment Policy
23. Land Dedication
24. Lessee Protection and Non-Competitive Clauses
25. Mayor - Contracted Staff
26. Mayor's New Year's Honour List Policy
27. Members of Council Public Registry Declaration of Interest
28. Multi-Year Budget Policy
29. Naming Renaming or Dedication of Municipal Property, Buildings and Park Elements Policy
30. Naturalized Areas and Wildflower Meadows

31. Policy for the Establishment and Maintenance of Council Policies
32. Procurement of Goods & Services Policy
33. Promotion of Corporate Products and Services to City Staff
34. Public Access During Council and Standing Committee Meetings
35. Public Art Monument Policy
36. Public Notice Policy
37. Public Registry Declaration of Interest for Local Boards
38. Reduced Rental Rates for Non-Profit Groups
39. Remuneration for Elected Officials and Appointed Citizen Members Policy
40. Rental of Lands for Billboards
41. Request to Waive or Reduce Facility Rental Fees
42. Reserve and Reserve Fund Policy
43. Retirement Dinners for Service Area Leads
44. Rzone Policy
45. Sale and Other Disposition of Land Policy
46. Special Events Policies and Procedures Manual
47. Surplus Deficit Policy
48. Use of the City Hall Cafeteria Policy
49. Using Centennial Hall for City Sponsored Events

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 , to repeal the following Council Policies:

1. Athletic Travel Grants
4. Enforcement of City Personnel Policy
7. Landing of Helicopters Policy
8. Protocol for Unapproved Aboriginal Burial Sites
9. Siting of Cannabis Retail Stores in London.

Moved by: S. Trosow

Seconded by: D. Ferreira

Motion to approve part b)

That the following items, related to the Council Policy Manual Review 2023, BE REFERRED to the Governance Working Group for consideration:

b) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices C1 to C49, to make the specified amendments to the following Council Policies:

1. Accountability & Transparency to Public Policy
2. Assessment Growth Policy
3. Assumption of Works and Services
4. Audio Recording of Municipal Council and Standing Committee In Closed Session Meetings Policy
5. Benefits for Survivors of Employees Killed on the Job
6. Capital Budget and Financing Policy
7. Child Care Policies
8. City of London Records Management Policy
9. City-Owned Residential Properties
10. Collective Bargaining Activities
11. Community Arts Investment Program
12. Corporate Asset Management Policy
13. Corporate Plaques and Recognitions Policy
14. Corporate Sponsorship and Advertising Policy
15. Debt Management Policy
16. Dedication of Fire Stations

17. Demolition Control
18. Employee Service Recognition Program
19. Financial Assistance for Program Activity Fees
20. Grants to Centennial Hall
21. Hiring of Employees Policy
22. Investment Policy
23. Land Dedication
24. Lessee Protection and Non-Competitive Clauses
25. Mayor - Contracted Staff
26. Mayor's New Year's Honour List Policy
27. Members of Council Public Registry Declaration of Interest
28. Multi-Year Budget Policy
29. Naming Renaming or Dedication of Municipal Property, Buildings and Park Elements Policy
30. Naturalized Areas and Wildflower Meadows
31. Policy for the Establishment and Maintenance of Council Policies
32. Procurement of Goods & Services Policy
33. Promotion of Corporate Products and Services to City Staff
34. Public Access During Council and Standing Committee Meetings
35. Public Art Monument Policy
36. Public Notice Policy
37. Public Registry Declaration of Interest for Local Boards
38. Reduced Rental Rates for Non-Profit Groups
39. Remuneration for Elected Officials and Appointed Citizen Members Policy
40. Rental of Lands for Billboards
41. Request to Waive or Reduce Facility Rental Fees
42. Reserve and Reserve Fund Policy
43. Retirement Dinners for Service Area Leads
44. Rzone Policy
45. Sale and Other Disposition of Land Policy
46. Special Events Policies and Procedures Manual
47. Surplus Deficit Policy
48. Use of the City Hall Cafeteria Policy
49. Using Centennial Hall for City Sponsored Events

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Trosow

Seconded by: D. Ferreira

Motion to approve part c) of the above-noted referral motion:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 , to repeal the following Council Policies:

1. Athletic Travel Grants
4. Enforcement of City Personnel Policy
7. Landing of Helicopters Policy
8. Protocol for Unapproved Aboriginal Burial Sites
9. Siting of Cannabis Retail Stores in London.

Yeas: (2): S. Trosow, and D. Ferreira

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

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Failed (2 to 2)

Moved by: S. Trosow
Seconded by: D. Ferreira

Motion to approve part a) of the report recommendation:

That, on the recommendation of the City Clerk, the following actions be taken with respect to the “Policy for the Establishment and Maintenance of Council Polices”:

a) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices B1 and B2 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to provide for the following new Council Policies:

1. Anti-Racism and Anti-Oppression Policy
2. Municipal Compliance Service

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Trosow
Seconded by: S. Lewis

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

2. City of London Race Relations Anti Racism Policy (to be replaced by Anti-Racism and Anti-Oppression Policy)
3. Diversity and Inclusion Policy for the City of London (to be replaced by Anti-Racism and Anti-Oppression Policy)
5. Gender Equity in Recreation Services
6. Inclusion in Recreation Facilities, Parks and Services

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Stevenson
Seconded by: D. Ferreira

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

1. Athletic Travel Grants

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Stevenson

Seconded by: S. Lewis

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

4. Enforcement of City Personnel Policy

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Stevenson

Seconded by: D. Ferreira

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

7. Landing of Helicopters Policy

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: S. Stevenson

Seconded by: S. Lewis

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

8. Protocol for Unapproved Aboriginal Burial Sites

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

Moved by: D. Ferreira
Seconded by: S. Stevenson

That the following from part c) BE APPROVED:

c) the proposed by-laws as appended to the staff report dated July 17, 2023 as Appendices D1 to D9 BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to repeal the following Council Policies:

9. Siting of Cannabis Retail Stores in London.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: S. Stevenson
Seconded by: D. Ferreira

That the Corporate Services Committee convenes in Closed Session to consider the following:

6.1 Labour Relations/Employee Negotiations

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

6.2 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City.

Yeas: (4): S. Lewis, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (2): H. McAlister, and Mayor J. Morgan

Motion Passed (4 to 0)

The Corporate Services Committee convenes in Closed Session from 2:12 PM to 2:30 PM.

7. Adjournment

Moved by: D. Ferreira
Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

That the meeting adjourned at 2:34 PM.

Community and Protective Services Committee

Report

12th Meeting of the Community and Protective Services Committee
July 18, 2023

PRESENT: Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, S. Lewis (Acting Mayor)

ALSO PRESENT: Councillors S. Franke, H. McAllister and S. Trosow; A.L. Barbon, C. Cooper, K. Dickins, D. Escobar, M. Feldberg, K. Green, A. Hovius, O. Katolyk, J. Lopez, J.P. McGonigle, C. Smith, L. Stewart

Remote Attendance: Councillor D. Ferreira and S. Hillier; E. Bennett, M. Schulthess and P. Yeoman

The meeting was called to order at 4:02 PM; it being noted that Councillor D. Ferreira was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: C. Rahman
Seconded by: D. Ferreira

That Items 2.1, 2.2 and 2.5 BE APPROVED.

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

2.1 4th Report of the Accessibility Community Advisory Committee

Moved by: C. Rahman
Seconded by: D. Ferreira

That the following actions be taken with respect to the 4th Report of the Accessibility Community Advisory Committee, from its meeting held on June 22, 2023:

- a) the attached presentation, from K. Al Tarhuni, MyGREEN Taxi, with respect to Accessible Taxi Cabs, BE FORWARDED to the Civic Administration for review and a report back to a future meeting of the Accessibility Community Advisory Committee and the Community and Protective Services Committee with options related to vehicles for hire and accessible transportation; it being noted that the above-noted presentation, as well as the communication, as appended to the Agenda, from K. Al Tarhuni, with respect to this matter, was received; and,
- b) clauses 1.1 and 3.1 to 3.7, BE RECEIVED.

Motion Passed

2.2 Active Transportation Fund for Stoney Creek Pathway Connection to the Thames Valley Parkway - Contribution Agreement

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated July 18, 2023, related to a Contribution Agreement for an Active Transportation Fund for Stoney Creek Pathway Connection to the Thames Valley Parkway:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to:
 - i) approve the 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 Infrastructure and Communities and The Corporation of the City of London, for the provision of funding under the Active Transportation Fund, substantially in the form as appended to the above-noted by-law;
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Contribution Agreement;
 - iii) delegate authority to the Deputy City Manager, Environment and Infrastructure, or their written delegate, to approve any amending agreements to the above-noted Agreement, provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement;
 - iv) authorize the Mayor and the City Clerk to execute any amending agreements approved by the Deputy City manager, Environment and Infrastructure; and,
 - v) authorize the Deputy City Manager, Environment and Infrastructure, or their written delegate, to execute any financial reports required under the above-noted Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement; and,
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this matter. (2023-T10)

Motion Passed

2.5 Municipal Contribution Agreement for Vision SOHO Alliance

Moved by: C. Rahman
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Planning and Economic Development the proposed by-law, as appended to the staff report, dated July 18, 2023, BE INTRODUCED at the Council meeting to be held on July 25, 2023, to:

- a) approve a Contribution Agreement to be entered into between The Corporation of the City of London and each member of the Vision SOHO Alliance, as appended to the above-noted by-law;
- b) authorize the Deputy City Manager, Planning and Economic Development to approve amendments to the above-noted Contribution Agreement;
- c) authorize the Deputy City Manager, Planning and Economic Development to approve and execute the Tenant Placement Agreement prior to first occupancy of each building development by the members of the Vision SOHO Alliance; and,
- d) authorize the Deputy City Manager, Planning and Economic Development to execute the above-noted Contribution Agreement, as may

be appended by the Deputy City manager, Planning and Economic Development, pursuant to their authority under section b) of this by-law. (2023-S11)

Motion Passed

2.3 Housing Stability Services 2023-24 Contract Amendments

That the following actions be taken with respect to the staff report, dated July 18, 2023, related to Housing Stability Services 2023-24 Contract Amendments:

- a) the contract amendments BE APPROVED, at a total estimated cost of \$2,098,650 (including HST), for the period of April 1, 2023, to March 31, 2024, to administer Housing Stability Services programs, as per The Corporation of the City of London Procurement Policy Section 20.3 e) ii) to the service providers outlined in Schedule 1 of the staff report, dated July 18, 2023:
- b) the matter of a one-time funding allocation of up to \$374,210 to London Cares Homeless Response Services BE REFERRED back to the Civic Administration to provide information as to how the concerns raised as part of the neighbourhood engagement are addressed and the security staffing rationale during off-hours, at the Municipal Council meeting to be held on July 25, 2023;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- d) the approval given, herein, BE CONDITIONAL upon the Corporation amending existing Purchase of Service Agreements with each program. (2023-S11)

Motion Passed

Additional Votes:

Moved by: S. Stevenson

Seconded by: J. Pribil

That the motion BE AMENDED in part b) to read as follows:

"b) the matter of a one-time funding allocation of up to \$374,210 to London Cares Homeless Response Services BE REFERRED back to the Civic Administration to provide information as to how the concerns raised as part of the neighbourhood engagement are addressed and the security staffing rationale during off-hours, at the Municipal Council meeting to be held on July 25, 2023;"

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Nays: (1): E. Pelosa

Motion Passed (5 to 1)

Moved by: C. Rahman

Seconded by: J. Pribil

Motion to approve parts a), c), and d) of the clause.

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

2.4 Primary Care Recruitment, Transition into Practice and Retention Program Funding Request

That the following actions be taken with respect to the staff report, dated July 18, 2023, related to the Primary Care Recruitment, Transition into Practice and Retention Program Funding Request:

- a) the Middlesex London Ontario Health Team - Primary Care Recruitment report and presentation, as appended to the Agenda, BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to review opportunities through the Rethink Zoning process to facilitate the establishment of Team Based Family Care facilities, not withstanding our policies locating major office uses in the downtown core, and consistent with the new provincial guidelines expecting physicians to set up in groups of six or more for Team Based Care. (2023-S08)

Motion Passed

Additional Votes:

Moved by: E. Pelozza

Seconded by: S. Lewis (Acting Mayor)

Motion to approve the following:

"the Civic Administration BE DIRECTED to review opportunities through the Rethink Zoning process to facilitate the establishment of Team Based Family Care facilities, not withstanding our policies locating major office uses in the downtown core, and consistent with the new provincial guidelines expecting physicians to set up in groups of six or more for Team Based Care."

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Moved by: D. Ferreira

Seconded by: S. Stevenson

Motion to approve the following:

"That the following actions be taken with respect to the staff report, dated July 18, 2023, related to the Primary Care Recruitment, Transition into Practice and Retention Program Funding Request:

- a) the Middlesex London Ontario Health Team - Primary Care Recruitment report and presentation, as appended to the Agenda, BE RECEIVED;"

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Moved by: D. Ferreira
Seconded by: S. Stevenson

Motion to approve part b) and c) of the staff recommendation, as follows:

"b) the City's financial contribution BE APPROVED from the Economic Development Reserve Fund in the amount of \$80,000 per year for 3 years, and,

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to Middlesex London Ontario Health Team - Primary Care Recruitment Program."

Yeas: (2): J. Pribil, and D. Ferreira

Nays: (4): E. Pelozza, S. Stevenson, C. Rahman, and S. Lewis (Acting Mayor)

Motion Failed (2 to 4)

3. Scheduled Items

None.

4. Items for Direction

4.1 Revised Process for City Board Representative on Museum London Board

Moved by: J. Pribil
Seconded by: D. Ferreira

That the matter of a City of London representative on the Museum London Board BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee for consideration of an appointment; it being noted that the members of Council will be advised of the opportunity; it being further noted that a verbal delegation from S. Padfield, Board Chair, Museum London and the communication, as appended to the Agenda, from J. Bevan, Executive Director and S. Padfield, Board Chair, Museum London, with respect to this matter, were received. (2023-C05)

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Stevenson
Seconded by: C. Rahman

Motion to approve delegation status for representatives from Museum London to be heard at this meeting.

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

4.2 Thames Pool Condition Update and Repair Options

Moved by: S. Lewis (Acting Mayor)
Seconded by: J. Pribil

That the Civic Administration BE DIRECTED to take the following actions with respect to the Thames Pool:

- a) proceed with the process to decommission Thames Pool;
- b) undertake a community consultation with respect to implementing potential new amenities in Thames Park, including but not limited to, pickleball courts, basketball courts, or other amenities;
- c) undertake a review of the feasibility of a new spray pad installation in Thames Park or in Wortley on the Village Green, in consultation with the community on preferred location;
- d) undertake a feasibility study for the location of a potential new indoor pool opportunity including; Murray Park, Rowntree Park, and other appropriate city owned properties within the same general geographic service catchment area as Thames Pool;
- e) continue to work with the community to provide transportation opportunities to other aquatic facilities; and,
- f) parts b), c), d) and e), above, not exceed a combined budget of \$1.92 million, consistent with the lowest cost temporary repair option for the current Thames Pool location outlined in the staff report, dated July 18, 2023;

it being noted that any costs associated with part a), related to any required demolition of decommissioning the existing pool, are not included in the \$1.92 million noted above;

it being further noted that the communications, as appended to the Added Agenda, from M. Boyle and D. Keilholz, with respect to this matter, were received. (2023-R05C)

Yeas: (5): E. Pelosa, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Nays: (1): S. Stevenson

Motion Passed (5 to 1)

5. Deferred Matters/Additional Business

5.1 (ADDED) 7th Report of the Animal Welfare Community Advisory Committee

Moved by: S. Stevenson
Seconded by: D. Ferreira

That the following actions be taken with respect to the 7th Report of the Animal Welfare Community Advisory Committee, from its meeting held on July 6, 2023:

- a) the Civic Administration BE REQUESTED to provide the Animal Welfare Community Advisory Committee with an update on zoning for zoos and mobile zoos, at its next meeting;
it being noted that the Notice of Planning Application, dated June 14, 2023, from the ReThink Zoning Project Team, related to Zoning By-law Changes for the New Comprehensive Zoning By-law - ReThink Zoning, was received;
- b) the Civic Administration BE REQUESTED to attend the next Animal Welfare Community Advisory Committee meeting to update the committee on Green Week, including but not limited to the following, as it may impact migratory and nesting birds:

- i) how they plan yard waste schedules;
 - ii) what the process is for determining the schedule; and,
 - iii) is it possible to look at different times or days for Green Week; and,
- c) clauses 1.1, 3.1, 5.1, 5.3, 5.4 and 5.5, BE RECEIVED.

Yeas: (6): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

6. Confidential

Moved by: C. Rahman

Seconded by: S. Stevenson

That the Community and Protective Services Committee convene In Closed Session for the purpose of considering the following:

6.1 Personal Matters/ Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2023 Queen Elizabeth Scholarships.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): S. Lewis (Acting Mayor)

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 7:48 PM to 7:51 PM.

7. Adjournment

The meeting adjourned at 7:54 PM.

Civic Works Committee

Report

The 11th Meeting of the Civic Works Committee
July 18, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, S. Lewis (Acting Mayor)

ALSO PRESENT: Councillors S. Franke and J. Pribil; K. Chambers, G. Dales, D. Escobar, S. Grady, D. MacRae, K. Mason, K. Oudekerk, A. Rammeloo, K. Scherr, J. Stanford, J. Yanchula

Remote Attendance: Councillor A. Hopkins; E. Bennett, S. Corman, M. Losee, C. McCreery, A. Salton, G. Smith, B. Westlake-Power

The meeting was called to order at 12:00 PM, it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: P. Cuddy

Seconded by: H. McAlister

That items 2.1 to 2.6 and 2.8 to 2.11 BE APPROVED.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

2.1 7th Report of the Environmental Stewardship and Action Community Advisory Committee

That the 7th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on June 7, 2023, BE RECEIVED.

2.2 7th Report of the Integrated Transportation Community Advisory Committee

That the following actions be taken with respect to the 7th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on June 21, 2023:

a) the Municipal Council BE ADVISED that the Integrated Transportation Community Advisory Committee recommends Alternative 2: Signalized Intersection A, from the Hamilton Road and Gore Road Intersection Improvement Environmental Assessment;

it being noted that the presentation, as appended to the Agenda, from V. Pugliese, MTE Consultants, with respect to this matter, was received; and,

b) clauses 2.2, 3.1 to 3.9, 4.1, 5.1 and 5.2 BE RECEIVED.

2.3 RFP-2022-224 Green Bin Processing Services

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Request for Proposal (RFP-2022-224) Green Bin Processing Services:

- a) the proposal submitted by Convertus Canada Inc., 307 Commissioners Rd W, No. 8, London, Ontario, N6J 1Y4, for Green Bin Processing Services to manage food waste and soiled paper BE ACCEPTED at their quoted processing unit rate of \$89.75 per tonne (excluding HST); it being noted that this is being reported as an irregular bid as per the Procurement of Goods and Services Policy Section 19.4 (c) as only one (1) bid was received for this Request for Proposals, and that:
 - i) the quoted processing unit rate of \$94.50 per tonne (excluding HST) be accepted as submitted in 2023 to manage pet waste and/or food waste contained inside plastic bags should City Council wish to make Green Bin Program adjustments in the future;
 - ii) the proposed annual rate be adjusted annually for inflation by the Consumer Price Index;
 - iii) the term of contract be for four (4) years, with three (3), one (1) year renewal options at the sole discretion of the City; and,
 - iv) the minimum amounts of Green Bin materials that must be delivered to Convertus's processing facility are 15,000 tonnes (in 2024), 15,750 tonnes (in 2025), 16,540 tonnes (in 2026) and 17,360 tonnes (in 2027);
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, having a purchase order or contract record relating to the subject matter of this approval.

2.4 Western Road and Sarnia Road/Phillip Aziz Avenue Corridor and Intersection Improvements Detailed Design Appointment of Consulting Engineer

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Western Road and Sarnia Road/Philip Aziz Avenue Corridor and Intersection Improvements Detailed Design and the Appointment of a Consulting Engineer:

- a) AECOM Canada Ltd. BE APPOINTED as the consulting engineer to complete the detailed design and tendering services at an upset amount of \$1,645,435.00 (excluding HST);
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

2.5 Appointment of Consulting Engineers for the Infrastructure Renewal Program

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Appointment of Consulting Engineers for the Infrastructure Renewal Program:

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

i) Development Engineering (London) Limited as the consulting engineers to complete the pre-design, and detailed design of Contract 1, Florence Street from Eleanor Street to Ashland Avenue, and Eleanor Street from Dundas Street to Frances Street reconstruction, in the total amount of \$354,937.00, including contingency (excluding HST);

ii) Stantec Consulting Ltd. as the consulting engineers to complete the pre-design, detailed design and construction administration of Contract 3, Cavendish Crescent East reconstruction, and Greenway low level trunk sanitary sewer relocation, in the total amount of \$767,672.40, including contingency (excluding HST);

iii) Archibald, Gray & McKay Engineering Ltd. as the consulting engineers to complete the pre-design and detailed design of Contract 7, Sterling Street from Oxford Street East to Salisbury Street, Salisbury Street from Sterling Street to Quebec Street, and Mornington Avenue from Sterling Street to Quebec Street reconstruction, in the total amount of \$294,800.00, including contingency (excluding HST);

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

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

2.6 Contract Award - Request for Proposal RFP-2023-141 Design, Fabrication, Delivery, Installation and Maintenance of Signage for Downtown Wayfinding Plan Phase 1 Sign By-law Amendment

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure and the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Contract Award Request for Proposal (RFP-2023-141) for the Design, Fabrication, Delivery, Installation and Maintenance of Signage for Downtown Wayfinding Plan Phase 1 Sign By-law Amendment:

a) Everest Signs BE APPOINTED to undertake detailed design, fabrication, installation and maintenance at an upset limit of \$125,350.00 (excluding HST), in accordance with Section 12.2(b);

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

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with Everest Signs for this work;
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- f) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on July 25, 2023, to amend By-law No. S.-5868-183, entitled “A by-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings”.

2.8 Appointment of Consulting Engineers for Contract Administration Services - Vauxhall Wastewater Treatment Plant Refurbishment Stage 1

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Appointment of Consulting Engineers for Contract Administration Services for the Vauxhall Wastewater Treatment Plant Refurbishment Stage 1:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified wastewater treatment operations infrastructure project, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(g) of the City of London’s Procurement of Goods and Services Policy:
 - i) Dillon Consulting Limited as the consulting engineers to complete part time inspection and contract administration of Vauxhall WWTP Refurbishment Stage 1 in the total amount of \$133,515.00, including contingency (excluding HST);
 - ii) AECOM Canada Ltd. as the consulting engineers to complete part time inspection and contract administration support to Dillon for Vauxhall WWTP Refurbishment Stage 1, in the total amount of \$40,000.00, including contingency (excluding HST);
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E03)

2.9 RFP-2023-097 Streetscape Master Plan for Dundas Street Appointment of Consulting Engineer- Irregular Result

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Request for Proposal (RFP-2023-097) Streetscape Master Plan for Dundas Street Appointment of Consulting Engineer Irregular Result:

- a) Dillon Consulting Limited BE APPOINTED as the Consulting Engineer to complete the Streetscape Master Plan for Dundas Street – Argyle Core Area in the total amount of \$159,899.30 (excluding HST), in accordance with Sections 15.2 (d) and 8.10 (a) 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;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the Consulting Engineer for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

2.10 Contract Price Increase - 2022 Sewer Lining Contract

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to a Contract Price Increase for the 2022 Sewer Lining Contract:

- a) the 2022 Sewer Lining Contract (RFP-2022-120) contract value with Insituform Technologies Ltd. BE INCREASED by \$33,795.70 to \$4,407,511.80 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E01)

2.11 Comments Provided to Federal Government on Recycled Content, Labelling Rules, and Registry of Plastic Products

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated July 18, 2023, related to Comments Provided to Federal Government on Recycled Content, Labelling Rules and Registry for Plastic Products, BE RECEIVED.

2.7 Adelaide Street North Improvements Environmental Study Report, Notice of Completion

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated July 18, 2023, related to the Adelaide Street North Improvements Environmental Study Report, Notice of Completion:

- a) the Adelaide Street North Improvements Environmental Study Report BE ACCEPTED;
- b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30-day review period.

it being noted that a corridor widening of Adelaide Street North be subject to the recommendation of the Master Mobility Plan and future Development Charges By-laws.

Motion Passed

Additional Votes:

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to approve that the Adelaide Street North Improvements Environmental Study Report BE REFERRED back to the Civic Administration to include a no widening option as well as a discussion for a downstream mitigation option.

Yeas: (1): S. Trosow

Nays: (5): C. Rahman, H. McAlister, P. Cuddy, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Failed (1 to 5)

Moved by: P. Cuddy
Seconded by: S. Lewis (Acting Mayor)

Motion to approve parts a), b) and c) of the clause.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to add the following to the end of the clause:

it being noted that a corridor widening of Adelaide Street North be subject to the recommendation of the Master Mobility Plan and future Development Charges By-laws.

Yeas: (4): H. McAlister, P. Cuddy, S. Trosow, and S. Lewis (Acting Mayor)

Nays: (2): C. Rahman, and P. Van Meerbergen

Motion Passed (4 to 2)

3. Scheduled Items

None.

4. Items for Direction

4.1 8th Report of the Environmental Stewardship and Action Community Advisory Committee

Moved by: S. Lewis (Acting Mayor)
Seconded by: C. Rahman

That the following actions be taken with respect to the 8th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on July 5, 2023:

a) that consideration of clause 5.1 BE DEFFERED to a future meeting of the Civic Works Committee for further review; and,

b) clauses 1.1, 3.1 to 3.4, 6.1 and 6.2 BE RECEIVED;

it being noted that a verbal delegation from B. Samuels, Chair, Environment and Action Community Advisory Committee, with respect to this matter, was received.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Additional Votes:

Moved by: P. Van Meerbergen

Seconded by: P. Cuddy

Motion to approve that the Civic Works Committee convene, In Closed Session, for the purpose of considering a matter related to advice that is subject to solicitor-client privilege, as it related to the Yard and Lot Maintenance By-law.

Yeas: (3): P. Cuddy, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Nays: (3): C. Rahman, H. McAlister, and S. Trosow

Motion Failed (3 to 3)

4.2 London Transit 2022 Annual Report

That the following actions be taken with respect to the London Transit 2022 Annual Report:

a) the London Transit Commission BE REQUESTED to include Accessibility as a key component in their next Strategic Plan; and,

b) the London Transit 2022 Annual Report BE REFERRED back to the London Transit Commission to:

i) re-evaluate the grading components of the report identified by the Municipal Council, with respect to the grading of the key elements of the evaluation; and,

ii) submit a revised report to the Civic Works Committee at a future meeting;

it being noted that the communication, as appended to the Added Agenda, from J. Preston, with respect to this matter, was received.

Motion Passed

Additional Votes:

Moved by: S. Lewis (Acting Mayor)

Seconded by: P. Cuddy

Motion to approve part a) of the clause.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Moved by: S. Lewis (Acting Mayor)

Seconded by: H. McAlister

Motion to approve part b) of the clause.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

Moved by: S. Lewis (Acting Mayor)

Seconded by: P. Cuddy

Motion to approve the addition of the following to the clause:

"it being noted that the communication, as appended to the Added Agenda, from J. Preston, with respect to the matter, was received."

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

4.3 Mobility Master Plan Update Strategies, Mode Share Target Options and Project Evaluation Frameworks

That the following actions be taken with respect to the staff report dated July 18, 2023, related to the Master Mobility Plan Update on Strategies, Mode Share, Target Options and Project Evaluation Frameworks:

- a) that, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE REQUESTED to remove item 2.4.1 Mode Target Share Option 1 from the above-noted staff report;
- c) that the London Transit Commission BE REQUESTED to:
 - i) develop a detailed 2023 to 2027 work plan providing clear information on how LTC will implement Council's 2023 to 2027 Strategic Plan, with particular focus on the Mobility and Transportation Strategic Area of Focus and its Outcomes, Expected Results and Strategies, but also on other Strategic Areas of Focus that are associated with LTC and its operations;
 - ii) report back to the Strategic Priorities and Policy Committee with the results of a) at its meeting on October 31, 2023; and,
 - iii) provide, at minimum, semi-annual reports to the Strategic Priorities and Policy Committee starting in January 2024 and through the term of the Strategic Plan to allow for continued consultation with Municipal Council on local transportation system policy and on general administration and affairs in relation to general municipal policy as per the current Bylaw;
 - iv) that the Civic Administration BE DIRECTED to review the current bylaw and report back with any recommended changes to reflect the necessary collaboration between LTC and the City of London in delivering on Council's 2023 to 2027 Strategic Plan;

it being noted that the presentation from S. Grady, Traffic and Transportation Engineer, with respect to this matter, was received; and,

it being further noted that the verbal delegation from M. Wallace and the communications, as appended to the Added Agenda, from A. Hunniford, A. Loewen Nair and C. Evans, with respect to this matter, were received.

Motion Passed

Additional Votes:

Moved by: S. Lewis (Acting Mayor)

Seconded by: P. Cuddy

Motion to approve the request for delegation, from M. Wallace, London development Institute, with respect to this matter, to be heard at this meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Nays: (1): S. Trosow

Motion Passed (5 to 1)

Moved by: S. Lewis (Acting Mayor)

Seconded by: S. Trosow

Motion to approve part b) of the clause.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and S. Lewis (Acting Mayor)

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

Moved by: S. Lewis (Acting Mayor)

Seconded by: H. McAlister

Motion to approve part a) of the clause.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and S. Lewis (Acting Mayor)

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

Moved by: S. Lewis (Acting Mayor)

Seconded by: S. Trosow

Motion to approve part c) of the clause.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and S. Lewis (Acting Mayor)

Motion Passed (6 to 0)

- 4.4 (ADDED) Councillor S. Franke - Climate Emergency Action Plan - Phase Out Gas

Moved by: P. Van Meerbergen
Seconded by: P. Cuddy

That the communications included on the Added Agenda from Councillor S. Franke, related to Climate Emergency Action Plan - Phase Out Gas, BE REFERRED to the Civic Administration for review.

Yeas: (3): C. Rahman, P. Cuddy, and P. Van Meerbergen

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

Absent: (1): S. Lewis (Acting Mayor)

Motion Passed (3 to 2)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 3:50 PM.

Strategic Priorities and Policy Committee

Report

20th Special Meeting of the Strategic Priorities and Policy Committee
July 24, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors 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, S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, E. Bennett, K. Dickins, M. Feldberg, D. Kramers, P. Ladouceur, S. Mathers, H. McNeely, J. Paradis, J. Taylor, K. Scherr, C. Smith, B. Westlake-Power

Remote Attendance: B. Card, S. Corman, M. Schulthess

The meeting is called to order at 4:02 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance; it being further noted that Councillor E. Pelozza was in remote attendance at 8:13 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 London's Health and Homelessness Whole of Community System Response Proposed Hubs Implementation Plan

At 4:04 PM, His Worship Mayor J. Morgan places Councillor S. Lewis in the Chair and takes a seat at the Council board.

That the following actions be taken with respect to the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan report dated July 24, 2023:

- a) the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan as appended to the staff report dated July 24, 2023 as Schedule 1 BE ENDORSED;
- b) the Civic Administration BE DIRECTED to undertake a competitive procurement process to select the Lead Agencies and their corresponding locations for the implementation of the first five Hubs and report back with the results and sources of financing for approval;
- c) the Civic Administration BE DIRECTED to secure sources of financing to support the implementation of the first five Hubs including a request through the London Community Foundation for access to the Health and Homelessness Fund for Change;
- d) the staff report, dated July 25, 2023, with respect to this matter BE RECEIVED for information;
- e) the Civic Administration BE AUTHORIZED to defer Community Improvement Plan loan repayments, on an interest-free basis, from August 1, 2023 to August 31, 2026, where the applicant has requested a deferral

in writing; it being noted that the impact of deferring loan repayments will require an additional contribution to the Community Improvement Program Reserve Fund of up to \$1.97 million subject to the number of requests for deferral, with funding to be sourced from the Operating Budget Contingency Reserve from funds set aside to offset the financial impacts of COVID-19;

f) the Mayor and Government Relations staff be directed to undertake advocacy to work with the Government of Ontario to secure a provincial addictions rehabilitation site(s) for London;

g) the Mayor and the Budget Chair BE APPOINTED to represent the Municipal Council at the Strategy and Accountability table, for the Whole of Community System response, with the Deputy Mayor to serve as an alternate for either, if required; and

h) the Civic Administration BE DIRECTED to complete the following:

i) initiate a continuous public feedback loop as part of the Communications Plan on all aspects associated with the Hubs Implementation Plan and the overall System response, both now and into the future, while also ensuring that the Get Involved portal hosts the most up to date documents and has a continuous public input option; and,

ii) initiate and host a series of public engagement sessions regarding the Hubs Implementation Plan;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Deputy City Manager, Social and Health Development, C. Lazenby, Unity Project and S. Warren, London Intercommunity Health Centre with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee received the following with respect to this matter:

- a communication dated July 21, 2023 from N. Thuemler, Regional Manager, Indwell;
 - a communication dated July 21, 2023 from Deputy Mayor S. Lewis, Councillor S. Stevenson and Mayor J. Morgan;
 - a communication dated July 21, 2023 from Councillor C. Rahman; and
 - a communication from Mayor Morgan;
 - a verbal delegation from M. Wallace, London Development Institute;
- and,
- a verbal delegation from J. Herb.

Motion Passed

Voting Record:

Moved by: A. Hopkins

Seconded by: P. Cuddy

That the following delegations BE APPROVED to be heard at this time:

- M. Wallace, London Development Institute;
- J. Herb

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

Nays: (1): S. Trosow

Motion Passed (14 to 1)

Moved by: J. Morgan
Seconded by: C. Rahman

That the following actions be taken with respect to the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan report dated July 24, 2023:

- a) the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan as appended to the staff report dated July 24, 2023 as Schedule 1 BE ENDORSED;
- b) the Civic Administration BE DIRECTED to undertake a competitive procurement process to select the Lead Agencies and their corresponding locations for the implementation of the first five Hubs and report back with the results and sources of financing for approval;
- c) the Civic Administration BE DIRECTED to secure sources of financing to support the implementation of the first five Hubs including a request through the London Community Foundation for access to the Health and Homelessness Fund for Change; and
- d) the staff report, dated July 25, 2023, with respect to this matter BE RECEIVED for information;
- e) the Civic Administration BE AUTHORIZED to defer Community Improvement Plan loan repayments, on an interest-free basis, from August 1, 2023 to August 31, 2026, where the applicant has requested a deferral in writing; it being noted that the impact of deferring loan repayments will require an additional contribution to the Community Improvement Program Reserve Fund of up to \$1.97 million subject to the number of requests for deferral, with funding to be sourced from the Operating Budget Contingency Reserve from funds set aside to offset the financial impacts of COVID-19;
- f) the Mayor and Government Relations staff be directed to undertake advocacy to work with the Government of Ontario to secure a provincial addictions rehabilitation site(s) for London;
- g) the Mayor and Deputy Mayor BE APPOINTED to represent the Municipal Council at the Strategy and Accountability table, for the Whole of Community System response; and
- h) the Civic Administration BE DIRECTED to complete the following:
 - i. initiate a continuous public feedback loop as part of the Communications Plan on all aspects associated with the Hubs Implementation Plan and the overall System response, both now and into the future, while also ensuring that the Get Involved portal hosts the most up to date documents and has a continuous public input option; and,
 - ii. initiate and host a series of public engagement sessions regarding the Hubs Implementation Plan;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Deputy City Manager, Social and Health Development, C. Lazenby, Unity Project and S. Warren, London Intercommunity Health Centre with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee received the following with respect to this matter:

- a communication dated July 21, 2023 from N. Thuemler, Regional Manager, Indwell;
- a communication dated July 21, 2023 from Deputy Mayor S. Lewis, Councillor S. Stevenson and Mayor J. Morgan;
- a communication dated July 21, 2023 from Councillor C. Rahman; and
- a communication from Mayor Morgan;
- a verbal delegation from M. Wallace, London Development Institute; and,
- a verbal delegation from J. Herb.

Moved by: A. Hopkins
Seconded by: S. Hillier

That pursuant to section 9.6 of the Council Procedure By-law, Mayor J. Morgan BE PERMITTED to speak longer than 5 minutes with respect to this matter.

Motion Passed

Moved by: P. Van Meerbergen
Seconded by: S. Stevenson

That consideration of the matter of London's Health and Homelessness Whole of Community System Response BE REFERRED to a future special meeting of the Strategic Priorities and Policy Committee which would include a public participation meeting.

Yeas: (4): P. Cuddy, S. Stevenson, P. Van Meerbergen, and S. Hillier

Nays: (11): J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Motion Failed (4 to 11)

Moved by: D. Ferreira
Seconded by: S. Stevenson

That the Strategic Priorities and Policy Committee recess at this time.

Motion Passed

The Strategic Priorities and Policy Committee recesses at 7:20 PM and reconvenes at 7:46 PM.

Moved by: S. Lewis
Seconded by: D. Ferreira

That part g) BE AMENDED to read as follows:

“g) the Mayor and the Budget Chair BE APPOINTED to represent the Municipal Council at the Strategy and Accountability table, for the Whole of Community System response, with the Deputy Mayor to serve as an alternate for either, if required; and”

Yeas: (15): 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)

Moved by: J. Morgan
Seconded by: C. Rahman

Motion to approve part a):

That the following actions be taken with respect to the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan report dated July 24, 2023:

a) the London's Health & Homelessness Whole of Community System Response Proposed Hubs Implementation Plan as appended to the staff report dated July 24, 2023 as Schedule 1 BE ENDORSED;

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): P. Cuddy, S. Stevenson, P. Van Meerbergen, and S. Hillier

Motion Passed (11 to 4)

Moved by: J. Morgan

Seconded by: C. Rahman

Motion to approve part b):

b) the Civic Administration BE DIRECTED to undertake a competitive procurement process to select the Lead Agencies and their corresponding locations for the implementation of the first five Hubs and report back with the results and sources of financing for approval;

Yeas: (12): J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): P. Cuddy, S. Stevenson, and P. Van Meerbergen

Motion Passed (12 to 3)

Moved by: J. Morgan

Seconded by: C. Rahman

Motion to approve the balance of the motion, including the amended part g),

c) the Civic Administration BE DIRECTED to secure sources of financing to support the implementation of the first five Hubs including a request through the London Community Foundation for access to the Health and Homelessness Fund for Change; and

d) the staff report, dated July 25, 2023, with respect to this matter BE RECEIVED for information;

e) the Civic Administration BE AUTHORIZED to defer Community Improvement Plan loan repayments, on an interest-free basis, from August 1, 2023 to August 31, 2026, where the applicant has requested a deferral in writing; it being noted that the impact of deferring loan repayments will require an additional contribution to the Community Improvement Program Reserve Fund of up to \$1.97 million subject to the number of requests for deferral, with funding to be sourced from the Operating Budget Contingency Reserve from funds set aside to offset the financial impacts of COVID-19;

f) the Mayor & Government Relations staff be directed to undertake advocacy to work with the Government of Ontario to secure a provincial addictions rehabilitation site(s) for London;

g) the Mayor and the Budget Chair BE APPOINTED to represent the Municipal Council at the Strategy and Accountability table, for the Whole of Community System response, with the Deputy Mayor to serve as an alternate for either, if required; and

h) the Civic Administration BE DIRECTED to complete the following:

- i. initiate a continuous public feedback loop as part of the Communications Plan on all aspects associated with the Hubs Implementation Plan and the overall System response, both now and into the future, while also ensuring that the Get Involved portal hosts the most up to date documents and has a continuous public input option; and,
- ii. initiate and host a series of public engagement sessions regarding the Hubs Implementation Plan;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Deputy City Manager, Social and Health Development, C. Lazenby, Unity Project and S. Warren, London Intercommunity Health Centre with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee received the following with respect to this matter:

- a communication dated July 21, 2023 from N. Thuemler, Regional Manager, Indwell;
 - a communication dated July 21, 2023 from Deputy Mayor S. Lewis, Councillor S. Stevenson and Mayor J. Morgan;
 - a communication dated July 21, 2023 from Councillor C. Rahman; and
 - a communication from Mayor Morgan;
 - a verbal delegation from M. Wallace, London Development Institute;
- and,
- a verbal delegation from J. Herb.

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

Nays: (1): S. Hillier

Motion Passed (14 to 1)

4.2 July Progress Update - Health and Homelessness Whole of Community System Response

Moved by: S. Trosow

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken:

- a) the July Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information;
- b) the Request for Proposal (RFP-2023-174) submitted by 2190876 Ontario Inc. - Sagecomm www.sagecomm.com 117 York St, London ON N6A 1A8, at the cost of \$125,000, plus H.S.T. BE ACCEPTED;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- d) the approvals hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval.

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

Nays: (1): S. Stevenson

Absent: (2): P. Van Meerbergen, and E. Pelozza

Motion Passed (12 to 1)

5. Deferred Matters/Additional Business

None.

6. Confidential

None.

7. Adjournment

Moved by: C. Rahman

Seconded by: S. Stevenson

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 9:43 PM.

Bill No. 212
2023

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 25th day of July,
2023.

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 213
2023

By-law No. A.-_____

A by-law to approve and authorize the execution of the Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Contribution Agreement between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities (“Canada”) and The Corporation of the City of London for the provision of funding under the Active Transportation Fund (the “Agreement”) substantially in the form attached as Schedule “A” to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Contribution Agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Environment and Infrastructure or their written delegate is hereby authorized to approve any amending agreements to the Agreement provided the amending agreements do not increase the indebtedness or liabilities of The Corporation of the City of London under the Agreement.
4. The Mayor and Clerk are hereby authorized to execute any amending agreements approved by the Deputy City Manager, Environment and Infrastructure under section 3 of this by-law.
5. The Deputy City Manager, Environment and Infrastructure or their written delegate is delegated the authority to execute any financial reports required under the Agreement and to undertake all administrative, financial, and reporting acts necessary in connection with the Agreement as approved in section 1, above.

6. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023, subject to the provisions of Part VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

CANADA – CITY OF LONDON
PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND
CONTRIBUTION AGREEMENT FOR STONEY CREEK PATHWAY CONNECTION TO
THE THAMES VALLEY PARKWAY

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

AND
THE CORPORATION OF THE CITY OF LONDON,
 (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Active Transportation fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over 5 years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program entitled the Permanent Public Transit Program – Active Transportation Fund (“the Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

WHEREAS Canada provided a letter on December 23, 2022 to City of London indicating an approval-in-principle of funding of the project proposal enabling City of London to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“**Committee**” means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone

events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Declaration of Substantial Completion**” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligible Expenditures**” means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“**Final Claim Date**” means December 31, 2025.

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Interim Report**” means the report described in Schedule C.1.

“**Joint Communications**” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“**Non-Owned Assets**” means an Asset to which the Recipient does not hold the title and ownership.

“**Project**” means the project as described in Schedule B (The Project).

“**Project Approval Date**” means December 22, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“**Project Completion Date**” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than October 31, 2025.

“**Substantial Completion Date**” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“**Total Financial Assistance**” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than sixty percent (60%) of the total Eligible Expenditures for the Project but only up to a maximum of one million two hundred thousand dollars (\$1,200,000).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds sixty percent (60%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will repay to Canada any payment received for disallowed costs, and all ineligible costs, surpluses, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 19.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) During the Asset Disposal Period the Recipient will ensure:
 - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,

- ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 19.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

3.7 CONDITION PRECEDENT

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:

- i. In respect of an Asset, the Recipient secures and confirms to Canada the necessary rights or interests in the real property associated with

that Asset.

- ii. The Recipient has provided, and Canada has accepted, confirmation that all funding required to complete the Project has been secured.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.7 (a) (Condition(s)), Canada may terminate the Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of the Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS¹

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT "as duly authorized by [BY-LAW REFERENCE], dated [DATE]";
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. AGREEMENT MONITORING COMMITTEE

[INTENTIONALLY OMITTED]

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

¹ This section is a standard clause for contracts. Reps and warranties are statements by which one party gives certain assurances to the other, and on which the other party may rely. A representation is commonly a declaration of a specific fact that can be verified to be true or not, e.g., "recipient represents that it is a corporation duly organized and validly existing under the laws of the state of Delaware." A warranty may be more of an assurance, e.g. "lobbying". Canada may rely on certain remedies if the representations and warranties are not accurate or are not fulfilled.

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner that is otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met.
- b) The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- c) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

Canada agrees that a legal duty to consult does not arise for this Project.

8.2 **CHANGES TO THE PROJECT OR OTHERWISE**

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.
- b) The Recipient agrees that:
 - a. It will consult with Indigenous communities that might be affected by the Project. Specifically, it will:
 - i. Explain the Project to the Indigenous communities, including Canada's funding role; and
 - ii. Provide a report to Canada, which will include:
 - 1. a list of all Indigenous communities contacted;
 - 2. a summary of all communications with the Indigenous communities;
 - 3. a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 - 4. any other information Canada may consider appropriate.
 - b. Accommodation measures, where appropriate will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - c. No construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

9. **CLAIMS AND PAYMENTS**

9.1 **PAYMENT CONDITIONS**

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after December 31, 2025, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 **PROGRESS CLAIMS**

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;

- iii. any reporting due in accordance with Schedule C (Reporting Requirements);
 - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada by December 31, 2025 covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
- i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
 - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
 - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.4 RETENTION OF CONTRIBUTION

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the Final Report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

9.5 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. INFORMATION MANAGEMENT

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this agreement, including Section 10 (Reporting) and any other obligations of the recipient as requested by Canada.

12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

12.1 RECIPIENT AUDIT²

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles).

12.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12.3 CORRECTIVE ACTION

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receipt of any audit findings or recommendations, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

12.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

13.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the

² A Recipient Audit is defined as an audit contracted by Canada. Its scope is tailored to the needs of the Department, the type of Recipient and the areas where additional assurance is needed.

Project; and

- b) any evaluation or audit report and other reviews related to this Agreement.

13.4 OFFICIAL LANGUAGES

The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. The Recipient will:

- a) ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public;
- b) communicate in such a manner as to address the needs of both official language communities; and,
- c) encourage members of both official languages communities to participate in the Project.

14. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) Canada, in compliance with the *Privacy Act* and relevant privacy regulations, may film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada, in compliance with the *Privacy Act*, can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

15. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

16. DEFAULT

16.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

16.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

16.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

17.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

18. ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
 - ii. for a Non-Owned Asset, ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient

19. GENERAL

19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation,

guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

19.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

19.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

19.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

19.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

19.14 AMENDMENTS

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding Section 19.14(a) (Amendments), updates to the cashflow in Schedule B.2 (Project Budget) made pursuant to Section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

19.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

19.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following

coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
Infrastructure Canada
180 Kent Street Ottawa Ontario
ATF-FTA@infc.gc.ca

Recipient:

The City of London
City Hall
300 Dufferin Avenue
London, Ontario
N6A 4L9
Attention: Stephanie Wilson, Manager, Parks Long Range Planning & Design
Email: stwilson@london.ca
Fax: 519-963-1483

Such notice will be deemed to have been received:

- i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- b) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

19.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.18 GOVERNING LAW³

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

19.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

³ Any disputes relating to the agreement will be interpreted according to the laws of the province or territory indicated in this section, and adjudicated by the courts in that same province or territory. Only the laws of one province or territory may be indicated in this section. If the Recipient's headquarters and project location are different, use province/territory of headquarters.

20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the City of London by the Mayor and City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

THE CORPORATION OF THE CITY OF LONDON

Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

Per: Josh Morgan
Mayor

Date

Date

Per: Michael Schulthess
City Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project and are incurred by an eligible recipient, excluding those explicitly identified in Schedule A.2: Ineligible Expenditures.

Eligible projects include active transportation capital projects and active transportation planning projects. Capital projects refer to new infrastructure construction, enhancement of existing infrastructure, and fixed design and safety features that encourage increased active transportation. Eligible capital projects include, but are not limited to:

- Building or enhancing infrastructure for active transportation, such as multi-use paths, sidewalks, footbridges, separated bicycle lanes, and connections to other roadways (this could include nature trails and other infrastructure which could support recreation, so long as this infrastructure can be demonstrated to reflect merit criteria);
- Enhancing active transportation infrastructure, including design considerations in which there may be no net gain in kilometers of infrastructure, but quality improvements that support greater usage;
- Building or enhancing design features and facilities which promote active transportation, such as storage facilities, lighting, greenery, shade, and benches;
- Building or enhancing safety features which promote active transportation, such as crosswalks, medians, speed bumps, and wayfinding signage.

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Final Claim Date; and
- consist of the following categories of expenditures:
 - Construction of infrastructure assets, e.g., cycling or walking paths.
 - Expenditures directly associated with joint federal communication activities and with federal project signage;
 - Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
 - Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
 - Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
 - The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
 - Costs associated with project monitors or independent certifiers

Project expenditures will only be eligible as of project funding approval, except for expenditures associated with Climate Lens assessments and Indigenous consultation which are eligible before project funding approval, but can only be reimbursed if and when project funding is approved and a contribution agreement has come into force.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section A.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

The project will construct approximately 1.2km long new multi-use pathway. The project will implement multi-use pathway connections within the Windermere Road and Adelaide Street North Right of Ways to effectively link the Stoney Creek neighbourhood to the Thames Valley Parkway multi-use pathway system, London's rapid transit system, and London's primary transit area in the downtown core.

The project will create an efficient, inclusive, and connected active transportation network that encourages a modal shift away from cars. All pathways are fully accessible providing access to nature for Londoners of all abilities.

Objective(s):

The objective of the Active Transportation Fund is to increase the total amount, usage, and quality of active transportation infrastructure throughout Canada. In advancing this objective, the Active Transportation Fund would also support the goals of the Strengthened Climate Plan and improve the resilience of communities.

In recognition that almost every journey begins and ends with a form of active transportation, the Fund would prioritize safety and security of Canadians and seek to enhance the impact of other modes of transit by supporting first-and-last kilometre connections to existing and planned infrastructure.

Activities:

Project activities will include the construction or acquisition of the following Assets:

| Asset Type | Estimated Length (km) / Count |
|-----------------|-------------------------------|
| Multi-use paths | 1.2 km |

Project Outcomes:

In order to illustrate how the Project will contribute to the Program's outcomes, the Recipient will collect performance data and report on performance indicators. The information concerning these indicators must be provided within the Annual Report and/or Final Report submitted to Canada.

Canada may update and refine the Program's outcomes and performance indicators in order to support performance measurement and reporting to Parliament and Canadians. Any updates will be discussed with the Recipient and will be made administratively through an exchange of written correspondence between the Parties.

The performance indicators in the Annual Report and/or Final Report may include the following, as applicable:

| Project Expected Results | |
|--|--|
| | Performance Indicators |
| Immediate Outcomes | |
| Increased capacity of active transportation infrastructure | Total kilometres of new active transportation infrastructure built |
| Improved active transportation infrastructure | Total kilometres of active transportation infrastructure enhanced |
| | Total number of safety elements added |
| | Total number of user experience improvements added |
| Intermediate Outcomes | |
| Increased access to active transportation infrastructure | Community connections created |

SCHEDULE B.2: PROJECT BUDGET

Table 1:

| Project Budget | Amount |
|----------------------------|---------------|
| Total Project Cost | \$2,000,000 |
| Total Eligible Cost | \$2,000,000 |

Table 2:

| Total INFC Contribution | Annual Breakdown | | | Total |
|--------------------------------|-------------------------|----------------|----------------|--------------|
| | 2022-23 | 2023-24 | 2024-25 | |
| INFC Contribution | N/A | \$180,000 | \$1,020,000 | \$1,200,000 |

Table 3: Other Sources of Funding

| Source | Amount |
|---------------------------------------|---------------|
| City of London | \$800,000 |
| Total Other Sources of Funding | \$800,000 |

SCHEDULE B.3: CLAIM FREQUENCY TABLE

| Payment Period | Required Documents | Frequency | Payment Date |
|-----------------------|---|--|--|
| Progress Claims | <u>Interim Report, including:</u> <ul style="list-style-type: none"> • Progress Report • Financial Report (claim form, updated cashflow, and Certificate of Compliance for Progress Claim) | At least once per fiscal year, no later than September 15. Additional claims may be submitted by the Recipient, no more frequently than every 3 months. | Within 30 calendar days of approval of required documents by Canada |
| Year-end Claim | <u>Year-end Financial Report, including:</u> <ul style="list-style-type: none"> • Claim form (for costs incurred up to March 31) • Updated Cashflow • Certificate of Compliance for Progress Claim | On or before five (5) business days after March 31. | Within 30 calendar days of approval of required documents by Canada. |
| Annual Report | <u>Annual Report:</u> (Described in Schedule C.2) | No later than sixty (60) days after March 31. | N/A |
| Final Claim | <u>Final Report:</u> (Described in Schedule C.3) | December 31, 2025 | Within 30 calendar days of approval of required documents by Canada |

SCHEDULE C – REPORTING REQUIREMENTS

The Recipient should contact the Active Transportation Fund in accordance with Section 19.16, to ensure the most up-to-date reporting forms are being used, prior to submitting them to Canada.

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program.

SCHEDULE C.1: INTERIM REPORT

- a) The Recipient will submit Interim Reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The Progress Report must include, at a minimum:
 - i. Recipient name, Project title and Project identification number;
 - ii. Reporting period dates;
 - iii. Construction dates;
 - iv. Summary of Project activities and progress achieved to date;
 - v. Update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
 - vi. Planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
 - vii. Confirmation of the Project's installed signage, if applicable; and
 - viii. Update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
 - i. Recipient name, Project title and Project identification #;
 - ii. Reporting period dates; and
 - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
 - i. a senior designated official, duly authorized by the Recipient; and
 - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

SCHEDULE C.2: ANNUAL REPORT

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
 - ii. Project title and Project identification number;
 - iii. Reporting period dates;
 - iv. Construction dates;
 - v. Confirmation of the Project's installed signage, if applicable;
 - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
 - vii. Summary of the implementation progress of the project, by project phase, including:
 - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
 - Planned Project activities for the upcoming Fiscal Year;
 - viii. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

SCHEDULE C.3: FINAL REPORT

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than December 31, 2025.
- d) The content of the Final Report will include at a minimum:
- i. A general description of the Project's major achievements, including a aggregated information and data identified in Annual Reports for the period of the Project; in Annual Reports;
 - ii. A completed Schedule F (Declaration of Substantial Completion);
 - iii. Details of the funds and their management, including:
 - i. a description of Project activities and funds expended on Project activities for the period of the Project.
 - ii. an audit conducted by an independent third party for the period of the Project
 - iii. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
 - iv. a reconciliation of financial reporting.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by _____(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of London (the “Recipient”), represented by _____(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

[If applicable, add:]

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[If applicable, add:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20__

_____ Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

SCHEDULE E.1: PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to any Program funding and the Project funded under this Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

SCHEDULE E.2: GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits from each Party.

The communication activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

SCHEDULE E.3: GOVERNANCE

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

SCHEDULE E.4: PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

SCHEDULE E.5: JOINT COMMUNICATIONS

Canada, the Recipient, or other funding contributors may request to have Joint Communications about the Project.

Joint Communications include, but are not limited to, media events such as news conferences; in-person and virtual funding announcements; official milestone events or ceremonies like ground breakings and openings; and news releases.

The Parties agree to have regular media events about the funding and status of the Project. Key milestones may be marked by public events, news releases and/or other mechanisms.

Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.

All Joint Communications material will be approved by Canada prior to release, and will recognize the funding of all Parties.

The requestor of a Joint Communication will provide at least fifteen (15) business days of notice to the other Parties of their intention to undertake such a communication. If the Joint Communication activity is a funding announcement or milestone event, it will take place on and at a mutually agreed upon date, time, and location.

The Party undertaking these activities will provide equal opportunity for the other Parties to participate and choose their own designated representative. Each Party will be represented by an equal number of individuals, in joint communications and events, unless otherwise agreed upon. All Joint Communications will recognize the funding of all contributors.

The Ultimate Recipient of the Project will be responsible for providing communications and logistics support for both virtual or onsite events. Canada will be responsible for development, translation and approvals of joint communications products for funding announcements (ex. news releases, media advisories). Milestone communications (such as ground breakings and ribbon cuttings), will be coordinated by ultimate recipients and all funding partners will be invited and recognized. Communications materials (such as media advisories and news releases) for milestone announcements are developed by the ultimate recipient and will offer Canada and other funding partners the ability to contribute a quote.

All Joint Communications material related to media events must be approved by Canada and recognize the funding of all Parties (Canada, Provinces/Territories, Recipient and others as appropriate).

All Joint Communications material related to funding announcements must reflect Canada's Policy on Official Languages and the Federal Identity Program.

The conduct of all Joint Communications and media events and products will follow the [Table of Precedence for Canada](#).

SCHEDULE E.6 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b. The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@infrc.gc.ca along with the Project's name and location.

SCHEDULE E.7: OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

SCHEDULE E.8: SIGNAGE

Canada, the Recipient and other funding contributors may request a Project sign recognizing their funding contribution to a Project.

Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.

The joint sign design, content, and installation guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.

Digital signage may also be used in addition to or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient agrees to inform Canada of federal sign installations, through the project progress report (Schedule C).

Where a physical sign is being installed, signage should be erected at the Project site(s) thirty (30) days, or one month, prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after the construction is completed and the infrastructure is fully operational or open for public use.

Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

SCHEDULE E.9: COMMUNICATIONS COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE E.10: ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the Project. However, such a campaign must respect the provisions of this Agreement and the [Government of Canada requirements for advertising](#). In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION⁴

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities, and City of London (the “Recipient”), represented by _____(Name), concerning the Stoney Creek Pathway Connection to the Thames Valley Parkway Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.

2.
 - a) I have received the following documents for the [PROJECT NAME] Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...

 - b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____ (Name), a _____ (Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...

[Insert #4, if applicable:]

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., *the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime*]:
 - i. [LIST NAME OF RELEVANT DOCUMENT] signed by _____ (Name), an _____

⁴ Include known documents required under the program in in the space provided. Use a separate line for each document using the same text/approach as in subparagraph i of each section. Additional documents may be added to this schedule over the course of the agreement on concurrence of the Parties. If applicable, as per Section 5 (Agreement Monitoring Committee), the AMC may review and recommend at any point over the duration of the Agreement that notice be provided to change this schedule. As per Section 9 (sub-section 9.3 or 9.5 depending on the circumstance) - Declaration of Substantial Completion - the Recipient is to request confirmation in writing from Canada as to whether the list of documents is complete prior to signing the Declaration and submitting it to Canada with the final claim.

(Profession, e.g. environmental consultant or other applicable professional).

ii. ...

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City/Town), in _____
(Province/Territory)

this _____ day of _____, 20_____.

Signature

Bill No. 214
2023

By-law No. A.- _____ - ____

A by-law to approve a Contribution Agreement between The Corporation of the City of London and Vision SoHo Alliance members, to authorize the Deputy City Manager, Planning and Economic Development to approve amendments to the Contribution Agreement, the Tenant Placement Agreement and execute the Contribution Agreement and Tenant Placement Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 8 of the *Municipal Act, 2001* provides that powers of a municipality shall be interpreted broadly so as to confer broad authority on a municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to issues;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 107(1) of the *Municipal Act, 2001* authorizes a municipality to make a grant on such terms as to security and otherwise as the council considers appropriate to any person, group or body for any purpose that the council considers to be in the interests of the municipality;

AND WHEREAS subsection 107(2) of the *Municipal Act, 2001* provides that the power to make a grant includes the power to make a grant by way of loan and to charge interest on the loan;

AND WHEREAS the Municipal Council of The Corporation of the City of London approved a conditional grant of \$13,876,000 to provide up to 400 affordable housing units in a proposed development with Vision SoHo Alliance members;

AND WHEREAS Civic Administration was directed to develop a Contribution Agreement with Vision SoHo Alliance members, subject to submission of additional financial and project information from Vision SoHo Alliance;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows;

1. The Contribution Agreement to be entered into between The Corporation of the City of London and each member of the Vision SOHO Alliance attached as Schedule "I" to this bylaw is hereby authorized and approved.

2. The Deputy City Manager, Planning and Economic Development is hereby authorized to approve amendments to the Contribution Agreement authorized and approved pursuant to section 1 of this bylaw.

3. The Deputy City Manager, Planning and Economic Development is hereby authorized to approve and execute the Tenant Placement Agreement prior to first occupancy of each building developed by the members of the Vision SOHO Alliance.

4. The Deputy City Manager, Planning and Economic Development is authorized to execute the Contribution Agreement authorized and approve under section 1 of this bylaw, as may be amended by the Deputy City Manager, Planning and Economic Development pursuant to their authority under section 2 of this bylaw.

5. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023, subject to the provisions of Part VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

CONTRIBUTION AGREEMENT

This Agreement made the day of _____ 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

-and-

_____ .
(hereinafter called the "Proponent")

WHEREAS:

- A. The City of London tendered the lands described as Old Victoria Hospital Lands Phase II in January 2021 for Sale and Redevelopment as set out in Schedule G.
- B. Vision SoHo Alliance consisting of six non-profit affordable housing providers was formed to respond to the tender. See Schedule L for the listing of the members of the Alliance.
- C. The six organizations collectively were successful in being awarded the tender and have entered into an Agreement of Purchase and Sale with the City of London for the property.
- D. Five of the member organizations have created a vacant land condominium and will each have title to a unit within the condominium. See Schedule "M".
- E. The Proponent is a member organization of the Alliance and the owner of Unit [INSERT NUMBER] of the condominium.
- F. Municipal Council of The Corporation of the City of London conditionally approved on December 7, 2021 a Request for Funding from Vision SoHo Alliance for the Housing Development Project at the Old Victoria Hospital Lands and provided a conditional grant for \$11,200,000 to provide up to 400 affordable housing units in the proposed development.
- G. Council further conditionally approved a Request for Additional Funding on August 2, 2022 for \$2,676,000 to increase the total municipal contribution to \$13,876,000.
- H. The City and the Proponent have entered into this Contribution Agreement for the purpose of establishing the Proponent's obligations with respect to the Loan;

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00) now paid by the Proponent to the City; the City and the Proponent agree with each other as follows:

1. INTERPRETATION

1.1 In this Agreement, including its Schedules, unless the context requires otherwise,

- "Accessible Units" means a unit located in a fully accessible building that provides items such as grab bars, roll-in shower, counter-top stove, and lower cabinets as well as provisions for

persons with hearing and vision impairments;

- “Affordability Period” means the period during which the rent for the Affordable Rental Housing Units in the Project is required to be maintained at an affordable level, as determined in accordance with this Contribution Agreement;
- “Affordable Rent” means the monthly rent for a unit that does not exceed 80% of the MMR for that Unit. The Affordable Rent must include at least the unit heat, water, fridge, and stove;
- “Affordable Rental Housing Unit” means a new, purpose-built, rental housing accommodation Unit in a building on the Subject Lands which is modest in terms of floor area and amenities, based on household needs and community norms which is rented in accordance with the Contribution Agreement, but does not include residential premises used as a nursing home, retirement home, shelter, crisis care facility or any other type of similar facility;
- “Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday except when any such day occurs on a statutory holiday observed in Ontario;
- “CMHC” means the Canada Mortgage and Housing Corporation;
- “Contribution Agreement” or “Agreement” means this agreement entered into between The Corporation of the City of London and the Proponent.;
- “Development Activities” means the development, construction, repair, renovation, rehabilitation or conversion of building(s) for the Project in accordance with the Plans and Specifications approved by the City of London ;
- “First Occupancy” means the first day of the month immediately following the month in which the Affordable Rental Housing Units are rented for the first rental period following Substantial Completion
- “Force Majeure” means a delay arising from strike, lockout, riot, insurrection, terrorism, war, fire, tempest, act of God, pandemic, lack of material or supply of service at a reasonable cost, inclement weather, binding orders or regulations of governmental bodies, courts or arbitrators or any other event beyond the control of the Parties which causes a delay in the fulfillment of a Party's obligations under this Contribution Agreement notwithstanding the reasonable efforts of such Party and provided that any such non-availability or delay does not relate to any extent to any act or omission by such Party or any of its authorized agents or employees;
- “Funding Schedule” means the schedule of funding setting out progress payments for the type of Project attached as Schedule A.
- “Funds” means the Loan
- “Housing” means residential accommodation and facilities, common areas and services used directly with the residential accommodation. Housing does not include commercial or institutional premises, social or recreational services, and services or facilities related to mental or physical health care, education, corrections, food services, social support or public recreation;
- “Interest Adjustment Date (IAD)” means the the date which is one year following First Occupancy;
- “Improvements” means the improvements to be made on the Subject Lands required for the Project, consisting of a building and other improvements to be constructed by the Proponent on the property in accordance with the Plans and Specifications;
- “Loan” means the total amount of funds to be advanced to the Proponent, in accordance with the Funding Schedule and subject to the terms of the Contribution Agreement;
- “Minister” means the Minister of Municipal Affairs and Housing;
- “Median Market Rent” or “MMR” means the median monthly market rent for a rental housing unit,

by unit type, as published by CMHC for the London CMA

- “National Housing Act Approved Lenders” means the National Housing Act Approved Lenders designated by CMHC under the *National Housing Act*, R.S.C. 1985, c. N-11
- “Occupancy Date” means the date on which initial occupancy of an Affordable Rental Housing Unit in the Project is permitted by the City;
- “Parties” means the Proponent, the City and "Party" means either of them, as the context may require;
- “Permitted Encumbrances” means the encumbrances encumbering the Affordable Housing Units listed in Schedule D, together with such renewals or replacement financing that may be approved by the City, acting reasonably, during the term of this Contribution Agreement;
- “PIPEDA” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto;
- “PIPEDA Protected Information” means any "Personal Information" or "Personal Health Information", as defined under PIPEDA;
- “Plans and Specifications” means the plans and specifications for the development of the Project that have been approved and reviewed by all appropriate governmental authorities for the issuance of all permits necessary to construct and occupy the Improvements and as certified by a Quantity Surveyor;
- “Project” means the development, construction, repair, renovation, rehabilitation, conversion of the Building(s) on the Subject Lands, which shall have the minimum number of Affordable Rental Housing Units required under the Contribution Agreement and facilities ancillary thereto provided and operated in accordance with the terms of this Contribution Agreement.
- “Security Documents” means the security documents attached to and forming part of the Contribution Agreement;
- “Service Manager” means The Corporation of the City of London;
- “Subject Lands” means the property and the buildings as the context may require on lands described in Schedule G.
- “Substantial Completion” means the substantial performance, within the meaning of the Construction Act, of all contracts which the Proponent has entered into for Development Activities in connection with the Project under this Contribution Agreement;
- “Supportive Housing Units” means units that are occupied by households receiving formal support services from support service agencies. Supportive Housing Units may be either integrated into projects or dedicated to a single Project;
- “Quantity Surveyor” means such architect, engineer, or other professional duly licensed to practice in the Province of Ontario as the Proponent may from time to time appoint to supervise, direct, monitor, inspect or assess the Project or a specified aspect of the Development Activities;
- “Unit” means a self-contained residential dwelling

1.2 All references in this Contribution Agreement including without limitation, the Schedules hereto, to “rent” are deemed to include housing charges paid by members of non-profit housing cooperatives and “rental” is deemed to have a corresponding meaning.

1.3 The following Schedules are attached to and form part of this Agreement:

| | |
|--------------|------------------|
| Schedule “A” | Funding Schedule |
| Schedule “B” | Rental Protocol |

| | |
|----------------|--|
| Schedule "C-1" | City Charge/Mortgage of Land |
| Schedule "C-2" | Assignment of Rents |
| Schedule "C-3" | Security Agreement |
| Schedule "D" | Permitted Encumbrances |
| Schedule "E" | Initial Occupancy Report |
| Schedule "F" | Annual Occupancy Report |
| Schedule "G" | Legal Description of Property |
| Schedule "H" | Project Information Form |
| Schedule "I" | Development Schedule |
| Schedule "J" | Occupancy Standards |
| Schedule "K" | Old Victoria Hospital Lands Phase II |
| Schedule "L" | Vision SoHo Alliance Members |
| Schedule "M" | Vacant Land Condominium Reference Plan |
| Schedule "N" | Annual Loan Balance |

- 1.4 In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of a Schedule, the provisions of this Agreement shall prevail.
- 1.5 All references in this Agreement to section numbers are references to sections of this Agreement unless otherwise stated.

2. FUNDING FOR AFFORDABLE HOUSING

- 2.1 Subject to the terms and conditions of this Contribution Agreement, the City will provide the Proponent a Loan in an amount up to [LOAN AMOUNT] to be applied to the Project.
- 2.2 The City shall have the option of withholding from the amount to be disbursed under section 2.1 the amount of the cost of construction necessary to complete the construction of the Project and, in such case, the City shall disburse the amount so withheld following its receipt of satisfactory evidence that such construction is substantially complete within the meaning of the Construction Act and provided that the Construction Act is complied with.
- 2.3 The Proponent shall use the amount of the Loan solely for the purpose of its Development Activities in connection with the Project.
- 2.4 Subject to the terms and conditions of the Contribution Agreement, the City shall disburse the Loan in accordance with the Funding Schedule attached as Schedule A.

3. SPECIAL CONDITIONS

- 3.1 The Proponent shall provide the City with a revised construction schedule and construction budget for its review and approval four (4) weeks prior to the start of construction. The construction budget shall include soft costs, and the cost of each item of the Project. The Proponent will obtain the City's prior written approval to any material amendment to the construction schedule or construction budget. A material amendment means any single amendment that increases the cost of construction of the Project by an amount exceeding \$20,000 or any series of amendments that, in the aggregate, increase the cost of constructing the Project by an amount exceeding \$50,000.
- 3.2 The Proponent agrees to undertake its Development Activities in connection with the Project in accordance with the provisions relating to the development of the Project in conformity with the Plans and Specifications.

- 3.3 The Proponent shall, subject to Force Majeure, achieve substantial completion of the Development Activities by [CITY TO INSERT DATE]. The City may, acting reasonably, extend this date.
- 3.4 Without limiting the condition set out in section 6, the Proponent shall discharge or cause the discharge of any registered construction liens so as to ensure that there are no construction liens registered against the Project on the date for the disbursement of the Loan under section 2.
- 3.5 The Proponent shall not at any time during the term of this Contribution Agreement breach any Contribution Agreement respecting the Project, including any municipal capital facility agreement made pursuant to section 110 of the *Municipal Act, 2001* and shall not, through any breach on its part, cause such other entity to terminate a Contribution Agreement for cause. The Proponent agrees that a breach by it of any such Contribution Agreement, that has not been corrected, shall constitute a breach of this Contribution Agreement. The Proponent shall provide the City with evidence of its good standing under any such Contribution Agreement within ten (10) Business Days following its receipt of a written request from the City.

4. OPERATION OF AFFORDABLE HOUSING

- 4.1 The Proponent agrees to provide [____] of Affordable Rental Housing Units at 80% of Median Market Rent during the Affordability Period of 20 years.
- 4.2 The Proponent shall provide [____] of Affordable Rental Housing units for singles, couples, seniors, working poor, recent immigrants, persons with disabilities, and Indigenous people during the Affordability Period of 20 years
- 4.3 Of the [____] Affordable Rental Housing Units, the Proponent agrees to provide [____] of Supportive Housing Units during the Affordability Period of 20 years.
- 4.4 Of the [____] Affordable Rental Housing Units, the Proponent agrees to provide [____] of Accessible Units during the Affordability Period of 20 years.
- 4.5 The Proponent agrees to operate the Affordable Rental Housing Units in accordance with the rules set out in Schedule B of this Agreement.
- 4.6 The Proponent acknowledges and agrees that the Rental Protocol set out in Schedule B applies to the Project by virtue of the contractual terms of this Agreement, notwithstanding that the Rental Protocol does not apply to the Project under the *Residential Tenancies Act, 2006*.
- 4.7 Prior to occupancy of a Unit, the tenant eligibility may be subject to review and approval of the City. If review and approval are required by the City, the Proponent shall provide written notice to each prospective first tenant regarding the review by the City.
- 4.8 The Affordable Rent for the Project shall include a fridge, stove, water and heat.
- 4.9 The Proponent shall contribute a minimum of 4% of rental income annually to a designated reserve fund account and provide account information to the City annually, if requested.

5. TENANT SELECTION

- 5.1 The Proponent shall work with supportive housing agencies to provide designated housing units within its Project.
- 5.2 The Proponent shall enter into a Tenant Placement Agreement with the City of London prior to First Occupancy of the Project under which the Proponent will fill a portion of the Affordable Rental Housing Units from referrals from the City of London's Central Waiting List. The Proponent shall register the Tenant Placement Agreement on title 30 days prior to First Occupancy and the Proponent's solicitor shall provide written confirmation of the aforementioned registration to the City. The Proponent will comply with the terms of the Tenant Placement Agreement, which shall be incorporated by reference into this Agreement. For the Affordable Rental Housing Units which are filled from referrals from the City of London's Central Waiting List, the City will verify the maximum household income, the maximum household assets and refer only households that comply with the occupancy standards for the vacant unit(s).
- 5.3 The Proponent shall also:
- a) Establish and maintain a fair and open process for tenant selection through any rental property management considerations that include, but are not limited to the Proponent being prohibited from renting Affordable Rental Housing Units to themselves, their shareholders or directors, family members or any other individual that is not at arm's length from the Proponent or its shareholders and/or directors;
 - b) Work with the City of London designated housing lead related to the fair and open process associated with the coordination of tenant selection in accordance with the priority populations identified in section 4;
 - c) Work with the City to establish a fair and open process inclusive of the coordination of tenant selection for identified Supportive Housing Units designated through an executed Tenant Placement Agreement;
 - d) Work with the City on any amended or new policies, criteria, or business practices related to tenant selection that may be established by the City for the Affordable Rental Housing Units during the Affordability Period. These include but are not limited to the centralization and/or standardization of policies, criteria, or business practices for tenant rental applications, and associated tenant assessments, and/or recommendations of prospective tenants to the Proponent, noting that these shall not substantively alter or impact the program or financial considerations within this Agreement and its Schedules;
 - e) Maintain final tenant selection and regular tenant services in accordance with the fair and open process, unless otherwise established through a separate agreement; and
 - f) Act expediently to remedy and correct any tenant policies or practices that are deemed not to be fair and open or that are in contravention of any part of this Agreement or its Schedules, noting that any required actions are subject to the remedies identified in section 10 of this Agreement.

6. CONDITIONS

- 6.1 The provision of the Loan by the City pursuant to section 2 is subject to the following conditions precedent, each of which is for the exclusive benefit of the City and may be waived in full or in part by the City by written notice to the Proponent:
- (a) Any Contribution Agreement referred to in s. 3.5 remaining in force and the Proponent being in good standing thereunder;

- (b) the Proponent is the registered owner in fee simple of the lands described in Schedule "G";
- (c) the Proponent providing the City with a capital budget and operating budget satisfactory to it;
- (d) the Contribution Agreement remaining in force and the Proponent being in good standing thereunder;
- (e) there being no Claim for Lien under the *Construction Act* registered against the Project;
- (f) there being in existence no unregistered lien or statutory claim having priority against the Project;
- (g) the Proponent's title to the Project being free from any encumbrances other than Permitted Encumbrances;
- (h) the Proponent having provided the City with the security documents required in section 8 and in accordance with the said section.
- (i) the Proponent being in good standing under all the Permitted Encumbrances;
- (j) there being no work orders issued against the Project by any governmental entity, agency or official.

6.2 If any of the conditions contained in section 6.1 have not been fulfilled on the date for the disbursement of the Loan by the City pursuant to section 2 and are not waived by the City pursuant to section 6.1, the City shall be under no obligation to make any advance of the Loan to the Proponent and the City shall thereupon have the right to terminate this Agreement and, in that event, neither party to this Agreement shall have any rights or obligations hereunder, save and except that the City may, notwithstanding such termination, bring an action against the Proponent for all losses, costs and expenses, including, without limitation, reasonable legal fees incurred by the City in connection with this Agreement where the non-performance or non-fulfillment of a condition is a result of a breach of a covenant by the Proponent.

7. TERMS OF THE FUNDING

7.1 The Loan shall have an Affordability Period of twenty (20) years, commencing as of the date of First Occupancy for the Project.

The balance of the Loan will be reduced by the amount that is equal to the original principal amount of the Loan set out in section 2.1 multiplied by five percent (5%) on each anniversary of First Occupancy, until the sixteenth anniversary of First Occupancy if the Proponent is in good standing under the terms and conditions of the Agreement. For clarity, this timing is based on the twenty (20) year affordability period. On the last day of the month at the end of the term of the Affordability Period of twenty years, the remainder of the Loan amount will be forgiven provided the Proponent has fulfilled all the requirements of the Contribution Agreement.

7.2 Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight percent (8%) per annum. The interest so calculated shall compound annually, not in advance, until the Interest Adjustment Date.

7.3 On the Interest Adjustment Date, the amount of interest accrued on the Loan as calculated in section 7.2 shall be forgiven, provided that the Proponent has satisfied all requirements of the

Contribution Agreement.

- 7.4 Following the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced under the Loan at the rate of eight per cent (8%) per annum. The interest so calculated shall compound annually, not in advance.
- 7.5 On each anniversary date of the Interest Adjustment Date, the Proponent shall pay the City the amount of interest, as calculated on the Loan amount according to the interest rate stipulated in this section, so accrued during the previous year; provided, however, if in the opinion of the City, acting reasonably, the Proponent has satisfied, as of such anniversary date, the requirements of this Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
- 7.6 The Proponent shall provide the City with such information respecting the Proponent's permanent financing obligations for the Project as the City may require from time to time.

8. SECURITY

- 8.1 Prior to the City disbursing the Loan proceeds to the Proponent pursuant to section 2.1, the Proponent shall provide the City with executed registerable security documents in the form attached hereto as Schedules "C-1", "C-2" and "C-3" (the "Security"), completed in accordance with this Agreement.
- 8.2 The Security shall be collateral to this Agreement. The amount of all contributions from the City shall be included in the Security documents.
- 8.3 Without limiting the Proponent's covenants and the remedies of the City under the Contribution Agreement and the Security, the Proponent agrees that a breach of this Agreement shall constitute a breach of the Security and a breach of the Security shall constitute a breach of this Agreement.
- 8.4 The City acknowledge and agree that notwithstanding that the Security provides that the principal and interest secured thereunder are payable on demand, the City shall have no right to demand payment thereunder except in accordance with the provisions of this Contribution Agreement relating to repayment. In the event of a conflict or inconsistency between the provisions of this Agreement and the Security, the provisions of this Agreement shall prevail with respect to Funds provided by the City.
- 8.5 The Security shall rank immediately behind the registered security for the Proponent's Permitted Encumbrances obligations for the Project unless the City has determined that the Security shall have lesser priority or as provided for under this Contribution Agreement.
- 8.6 Provided:
 - i. there is no event of default by the Proponent under this Contribution Agreement that is continuing; and
 - ii. the Proponent has provided the City with a professional appraisal from the current year and documentation to the City's sole satisfaction that the registered amount of the current balance outstanding on the registered encumbrances, together with the proposed encumbrance on the property do not exceed 90% of the equity of the professional appraised value of the Subject Lands,

the City shall consent to and subordinate and postpone the Security to a charges in favour of National Housing Act Approved Lenders and enter into a standstill agreement which the City shall approve at its sole discretion, which may be requested by the Proponent or the holder of a charge on the Subject Lands. The Proponent shall provide the City a minimum of 30 days to review a request for postponement. The Proponent shall not increase the balance outstanding on the registered encumbrances without the City's consent.

- 8.7 The City agrees to postpone the Security to a mortgage and/or security registered in favour of the Canada Mortgage Housing Corporation.
- 8.8 Upon the Proponent's request, the City shall provide a Status Certificate to the Proponent within 30 days, confirming whether to its knowledge there is an outstanding event of default and setting out the unforgiven balance of the Loan;
- 8.9 Upon the entirety of the Loan being forgiven and provided the Proponent has otherwise satisfied its obligations under this Contribution Agreement in favour of the City, the City will execute and deliver to the Proponent a full and final discharge of the Security together with such documentation that will permit the Proponent to register the discharge on title to the Lands within 30 days of receiving a written request from the Proponent.

9. ACCOUNTABILITY FRAMEWORK

- 9.1 In the event:
 - i. The City is advised that the Project will not proceed;
 - iii. the City determines, acting reasonably, that the Proponent is not proceeding with the construction due to delays likely to cause depreciation or deterioration of the Improvements the Proponent shall return all funds to the City, forthwith upon demand; or
 - iv. City is of the opinion that the Proponent is not proceeding in an expeditious manner with the Development Activities for which the Funds have been provided; or
 - v. the Proponent is not complying with the requirements as set out in section 4 and Schedule B during the Term of the Agreement;

the Proponent will be in default and shall return all disbursed amount of the Loan to the City, forthwith upon demand.

- 9.2 The Proponent shall submit to the City, an audited statement with respect to the expenditure of capital Funds provided to it pursuant to this Agreement, within one hundred and twenty (120) days following the date on which the City is advised that the Development Activities related to the Project have been fully completed or the Project will not proceed.
- 9.3 Following the full completion of the Development Activities related to the Project, the Proponent shall submit to the City a completed information report identifying the number of units, unit types, rents, tenant names, gross household income and move-in date for all the Affordable Rental Housing Units. The gross household income shall not be required for units that were filled from the City of London's Central Waitlist. The initial information report will be filled out by an officer of the corporation and the officer shall declare that the information provided to the City is true to the best of their knowledge and that no information has been withheld or omitted. Annually thereafter, the Proponent shall provide an annual information report identifying the number of units, unit types, rent, tenant names, gross household income and move-in date for all the Affordable Rental

Housing Units. The annual information report will be filled out by an officer of the corporation and the officer shall declare that the information provided to the City is true to the best of their knowledge and that no information has been withheld or omitted.

- 9.4 Without limiting the Proponent's obligations under section 9.3, the Proponent, if requested by the City, shall forthwith submit to the City the material required to be submitted to the City pursuant to section 9.3 and any rent roll or verification of initial tenant eligibility or such other information as the City deems necessary, in addition to any such material that the Proponent may have previously submitted to the City.
- 9.5 If requested by the City, the Proponent shall submit to the City an audited financial statement within ninety (90) days following the fiscal year-end of the Project.
- 9.6 The Proponent represents that it has not provided any false or misleading information in relation to the Project and agrees that it shall not provide any false or misleading information to the City under this Agreement.
- 9.7 The Proponent shall, on forty-eight (48) hours written notice, give the City free access to the Project and to such staff, documents, books, records, and accounts as may be determined by the City, for the purpose of verifying compliance with this Agreement.
- 9.8 The City may conduct an audit, investigation, or inquiry in relation to the Project or any larger development or project of which the Project is a part of and the Proponent shall cooperate with the City and provide free access to the Project and to such staff, documents, book, records and accounts as may be determined by the City.
- 9.9 The provisions of section 9.1, 9.2, 9.3, 9.4 and 9.8 shall continue to apply for a period of seven (7) years following the end of the Affordability Period or the date of any early termination of this Agreement.

10. COMMUNICATIONS PROTOCOL

- 10.1 The Proponent shall co-operate in organizing press conferences, announcements, and official ceremonies to be held at an appropriate location and time respecting the Project as may be required by the City.
- 10.2 During the period of the Development Activities related to the Project, the Proponent shall erect a sign that shall include the City as a contributor to the affordable housing project that shall remain in place throughout the construction period.
- 10.3 The City may provide and install, where appropriate, a plaque or permanent sign bearing an appropriate inscription. The design, wording and specification of such permanent sign or plaque shall be provided by the City.

11. REMEDIES

- 11.1 Upon the occurrence of any one or more of the following events (each an "Event of Default"):
 - (a) the failure of the Proponent to perform, observe or comply with any other term, covenant, condition or provision of this Contribution Agreement within ten (10) days of receipt of written notice of the "failure" from the City provided the Proponent shall not be deemed to be in default if within the said period of ten (10) days, the Proponent commences the necessary action to remove the "failure" and such action is diligently prosecuted;

- (b) any representation or warranty made by the Proponent in this Agreement proves to have been untrue or misleading in any material respect as of the date on which it was made;
- (c) the Improvements have not been substantially completed in accordance with the Plans and Specifications and such substantial completion is not certified to the City by the Quantity Surveyor on or before six (6) months following the date for substantial completion set out in subsection 3.3;
- (d) any person commences an action, suit or proceeding materially affecting the Project or file a lien against the Property, or any person shall commence an action, suit or proceeding contesting or questioning the validity or enforceability of this Agreement, unless the Proponent shall diligently contest such action, suit or proceeding and discharge any such lien forthwith without the requirement of notice by the City and post such bonds, cash or letters of credit or give such other security in order to obtain such discharge in amounts and on terms satisfactory to the City, acting reasonably;
- (e) the Proponent ceases to carry on business;
- (f) the Proponent:
 - (i) becomes insolvent or unable to pay its debts as they become due; or
 - (ii) files a petition in bankruptcy or voluntary petition seeking reorganization or effect a plan or other arrangement with creditors; or
 - (iii) makes an assignment for the benefit of creditors under the *Bankruptcy Act* (Canada) or any other insolvent debtors' legislation; or
 - (iv) applies for or consents to the appointment of any receiver or trustee for it or of all or any substantial part of its property and assets; or
 - (v) voluntarily liquidates or winds-up or suffers itself to be liquidated or wound-up;
- (g) any of:
 - (i) an involuntary petition seeking the adjudication of the Proponent as bankrupt or insolvent not removed within thirty (30) days; or
 - (ii) an order of any court or other authority appointing any receiver or trustee for the Proponent or for all or any substantial portion of its property and assets; or
 - (iii) a writ of execution, judgment or writ of attachment or any similar process which may, in the reasonable opinion of the City, materially impair the ability of the Proponent to perform its obligations under this Agreement or any of the Security Documents shall be made, given or issued against the Proponent or in respect of its property and assets, and such petition, order, writ or judgment is not vacated or stayed within fifteen (15) days after its date;
- (f) the occurrence of a material adverse change in the financial condition of the Proponent which would, in the reasonable opinion of the City, detrimentally affect the ability of the Proponent to meet its obligations to the City; and
- (g) if the Improvements shall be entirely destroyed or damaged to such an extent that, in the

opinion of the Quantity Surveyor, acting reasonably, they are no longer fit for the purpose for which they were intended, and the insurance proceeds, if any, held by the City, in the opinion of the Quantity Surveyor, acting reasonably, are insufficient to repair such destruction or damage, and the Proponent has not provided evidence satisfactory to the City of the timely availability of such sufficient funds,

then, at its option, the City may declare the full principal amount of the Loan then advanced, together with all other moneys owing to the City hereunder, due and payable forthwith. In such case, the City may realize upon any and all security pledged to it and may commence such other legal actions or proceedings against the Proponent, the Property or assets of the Proponent as may be permitted hereunder, by any one or more of the Security Documents or at law or in equity, all as it, in its sole discretion, deems expedient. The Proponent hereby acknowledges that the City remedies are cumulative and not mutually exclusive.

- 11.2 **During Term of Agreement:** Should the Proponent be in default under the terms of the Loan or under the terms of this Agreement or under the terms of any mortgage or other encumbrance registered on title to the Property, the City shall have the right to declare all or part of the unearned portion of the Loan due and payable immediately. Interest will be payable only from the date of default until the Loan is paid in full. The interest rate shall be eight per cent (8%) per annum. The amount of the Loan that must be repaid is equal to the total amount of the loan less any amount considered forgiven from the first day of the month following full payment of the funds until the default.
- 11.3 **Complete Construction:** If an Event of Default shall occur, the City may, at its option, in addition to any other remedy available to it, enter upon and take charge of the Project and assume full charge of the Improvements and may complete the Improvements or enter into a contract with another to complete the same, and all amounts advanced for such purpose, including reasonable legal fees incurred by the incident to the enforcement of any provisions hereof, shall be indebtedness of the Proponent to the City. All such amounts, even though they may, when added to the monies advanced and disbursed under this agreement, exceed the Loan shall be secured by the Mortgage and other Security Documents.
- 11.4 **Costs and Expenses of Collection:** All reasonable costs and expenses of collection (including legal fees, disbursements and court costs) of all amounts owing hereunder or of enforcement of any security created in favour of the City pursuant hereto, shall be for the account of the Proponent and shall be repayable on demand.
- 11.5 All of the remedies in this Agreement and the Security are cumulative and are not alternative and the City shall not be precluded from availing itself simultaneously of some or all of the said remedies and any other remedies available in equity or at law.
- 11.6 Notwithstanding any of the terms of this Agreement, the City shall have the option of waiving any or all of its remedies under this Agreement and the Security, but no waiver of a provision shall be deemed to constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

12. ENERGY EFFICIENCY AND BUILDING DESIGN

- 12.1 The Proponent agrees that traditional electric heating will not be used for the Project.

- 12.2 The Proponent confirms that the Project does not impose adverse impacts that cannot be mitigated.

13. REPRESENTATION AND WARRANTIES

The Proponent represents and warrants to the City that:

- 13.1 The Proponent is a duly incorporated, organized and validly existing under the laws of the Province of Ontario and has full capacity, power and authority to own all its property and to carry on its business as now conducted and as contemplated under this Agreement and all other agreements contemplated thereunder, and is duly qualified and in good standing in each jurisdiction in which the character of the property owned or leased or the nature of the business carried on by it makes such qualification necessary or desirable.
- 13.2 The Proponent has full corporate power, legal right and authority to enter into this Agreement and to do all acts and things as are required or contemplated hereunder to be done, observed or performed by it.
- 13.3 Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor the compliance with the terms, conditions and provisions hereof and of the mortgage will conflict with, or result in a breach of any of the terms, conditions or provisions of the constating documents of the Proponent or of any agreement or instrument to which it is now a party, or constitute a default thereunder, or (except as contemplated by this Agreement) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Proponent (whether such properties or assets are owned legally or beneficially) pursuant to the terms of any agreement or instrument to which it is a party.
- 13.4 There is not now pending against the Proponent any litigation, action, suit or other proceeding of a material nature by or before any court, tribunal or other governmental agency or authority or any other such pending or threatened action, suit or other proceeding against the Proponent or against or affecting any of the properties or assets of the Proponent (whether such property or assets are owned legally or beneficially) such that if the same were adversely determined, it could be reasonably expected to materially and adversely affect the business operations, properties or assets, or the condition, financial or otherwise, of the Proponent.
- 13.5 Except as previously disclosed in writing to the City, the Proponent is not a party to any agreement or instrument or subject to any restriction or any judgment, order, writ, injunction, decree, rule or regulation which materially and adversely affects the business, operations, prospects, properties or assets, or condition, financial or otherwise, of the Proponent.
- 13.6 The construction contract is in full force and effect and neither the Proponent nor any other party thereto is in default thereunder.
- 13.7 None of the information, financial or otherwise, provided by the Proponent to the City and to induce the City to make the Loan and to enter into this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any statement contained therein not misleading in light of the circumstances in which it was made.

14. COVENANTS OF THE PROPONENT

- 14.1 The proponent covenants and agrees with the City that, it shall:

- a) Take all such actions and do all such things required to develop and continuously carry on the construction of the Improvements in a good and workmanlike manner and in accordance with the Plans and Specifications and to complete such construction not later than the [CITY TO INSERT DATE], subject to Force Majeure;
- b) do or cause to be done all acts and things necessary to preserve in full force and effect the existence of the Proponent and all licences and permits required for the carrying on of the operations of the Proponent at and from the Property and to preserve and protect all of the properties, real and personal owned and used by the Proponent in connection with the Project and to cause the same to be properly maintained and to be kept in good state of repair;
- c) pay and discharge or cause to be paid and discharged all taxes and other levies of the Province of Ontario, the City, or of any other entity having jurisdiction to impose such taxes or levies, when the same become due and payable, except such taxes as are being contested in good faith by appropriate proceedings and provided that, in such case the Proponent shall have provided the City with appropriate security; and
- d) deliver to the City the statements and reports as required by the Contribution Agreement.

14.2 The Proponent covenants and agrees with the City that, so long as any obligation is outstanding by the Proponent to the City hereunder the Proponent will not, without the prior written consent of the City, which consent may be unreasonably withheld:

- (a) create, incur, assume or permit to exist, after knowledge of the existence thereof, any mortgage, pledge, lien, hypothecation, charge (fixed or floating), security interest or other encumbrance whatsoever on the Property or any personal property or fixtures thereon except :
 - i. The Permitted Encumbrances listed in Schedule D
 - ii. Encumbrances created in favour of or assigned or pledged to the City;
 - iii. inchoate or statutory liens for taxes which have not been assessed, or if assessed, which are either not delinquent or which are being contested by bona fide proceedings in good faith, and sufficient security for the payment of same has been given to the City, if requested;
 - iv. inchoate or statutory liens of contractors, sub-contractors, mechanics, suppliers, workers and others in respect of the construction, maintenance, repair and operation of the Improvements, provided that the same are not registered encumbrances against title to the Property or any personal property, or, if so registered, have been postponed to all charges in favour of the City contained in the Security Documents or are being contested by bona fide proceedings in good faith with sufficient security for the payment thereof having been given to the City or paid into Court to prevent effectively in the City opinion realization by disposal or other alienation from the Proponent of its legal or beneficial title to or interest in any such property.
- (b) become a party, without the prior written consent of the City , to any transaction whereby the Project would become the property of any other person, whether by way of reorganization, amalgamation, merger, transfer, sale, lease, sale and leaseback, or otherwise;
- (c) permit any change in the beneficial ownership of the Proponent;

- (d) make any material change to the number or type of residential dwelling units of the project without the prior written approval of the City.

15. INDEMNIFICATION

- 15.1 The Proponent shall indemnify and save harmless the City from all claims, costs, all matter of actions, cause and causes of action, duties, dues, accounts, covenants, demands or other proceeding of every kind or nature whatsoever at law or in equity arising out of this Agreement and out of the operation of the Units including claims arising out of negligence of the Proponent and specifically, all claims arising out of the intentional or criminal acts of any officers or directors, employees, agents, volunteers or independent contractors of the Proponent. Such indemnification shall survive the termination of this Agreement for claims arising from or out of incidents occurring the term of this Agreement.
- 15.2 The Proponent agrees to purchase and maintain, during the term of this Agreement third-party liability insurance in a limit of not less than five million dollars (\$5,000,000) covering bodily injury, loss or property damage resulting from any activity related in any way to this Agreement. This insurance shall include the City as an additional insured, a cross liability clause, severability of interest clause, non-owned automobile insurance and personal injury liability clause.
- 15.3 The Proponent further agrees, upon Substantial Completion, to purchase and maintain insurance policies that a prudent manager of similar premises would maintain and, without limiting those types of policies, at least the following:
- a) Broad form boiler and machinery insurance on a blanket repair and replacement basis with limits for each accident in an amount of at least the replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000);
 - b) All risks property insurance (including flood and earthquake) in an amount equal to the full replacement cost of the Project and with a deductible of not more than one hundred thousand dollars (\$100,000).
- 15.4 In addition, during the design and construction period of the contract the Proponent will obtain and maintain the following policies of insurance:
- (a) All risk builder's risk property insurance for the full replacement value of the completed construction project, including boiler and machinery, earthquake and flood based on a stated amount co-insurance and including a waiver of subrogation and loss payable, as their interest may appear, in favour of the City, and with a deductible of not more than one hundred thousand dollars (\$100,000) and remaining in effect until the completion of construction;
 - (b) Construction wrap-up liability insurance coverage including owners and contractors protective, broad form products and completed operations, cross liability and severability of interest clauses, blanket contractual, hook liability, employers liability, non-owned automobile liability and shoring, blasting, excavating, under-pinning, demolition, pile driving and caisson work, work below and above ground surface, tunnelling and grading, and similar operations associated with the construction work, as applicable; to an inclusive limit of not less than five million dollars (\$5,000,000) and in the joint names of the Proponent, City, designated consultants, designated contractors, all other contractors, sub- contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons (including, but not limited to directors, officers, employees, shareholders, legislators and officials involved in the

Project) which the City reasonably may require to be added as insured parties.

- 15.5 The Proponent shall advise the City of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Proponent fails to effect and keep such insurance in force, or if such insurance is in an amount less than the amount required under this Agreement, the City shall have the right, upon notice to the Proponent and without assuming any obligation in connection therewith, to effect such insurance at the cost of the Proponent and all outlays by the City shall be payable by the Proponent to the City forthwith upon demand without prejudice to any other rights and recourses of the City hereunder. No such insurance taken out by the City shall relieve the Proponent of its obligations to insure hereunder and the City shall not be liable for any loss or damage suffered by the Proponent.
- 15.6 The Proponent shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article. Evidence that the insurance described herein is in force shall be provided to the City prior to commencement of the Agreement and thereafter once annually at least ten (10) clear days prior to the renewal date of the policy, and that the insurance will not be cancelled or permitted to expire unless the insurer notifies the City in writing at least thirty (30) days prior to such cancellation.
- 15.7 Further, the Proponent shall require all professionals involved with the Project to carry professional (errors and omissions) liability insurance in an amount not less than two million dollars (\$2,000,000) and make reasonable efforts to verify such insurance is in force throughout the period of the work.
- 15.8 The Proponent agrees to obtain for its employees and to require all designated consultants, designated contractors, all other contractors, sub-contractors, suppliers and/or tradesmen while working on the site, engineers, architects, consultants and other persons Workplace Safety and Insurance Board coverage and to ensure that such coverage continues in effect throughout the period of the work.

16. NOTICE

- 16.1 Any notice or other communication required, desired or permitted to be given by this Agreement shall be in writing and shall be effectively given if:
 - (a) delivered personally;
 - (b) sent by prepaid courier service; or
sent by e-mail communication, and confirmed by mailing the original documents so sent by prepaid mail on the same or following day, addressed as follows:
 - (i) in the case of notice to the City:

The Corporation of the City of London
300 Dufferin Ave
P.O. Box 5035
London, ON N6A 4L9

- (ii) in the case of notice to the Proponent:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this section. Any

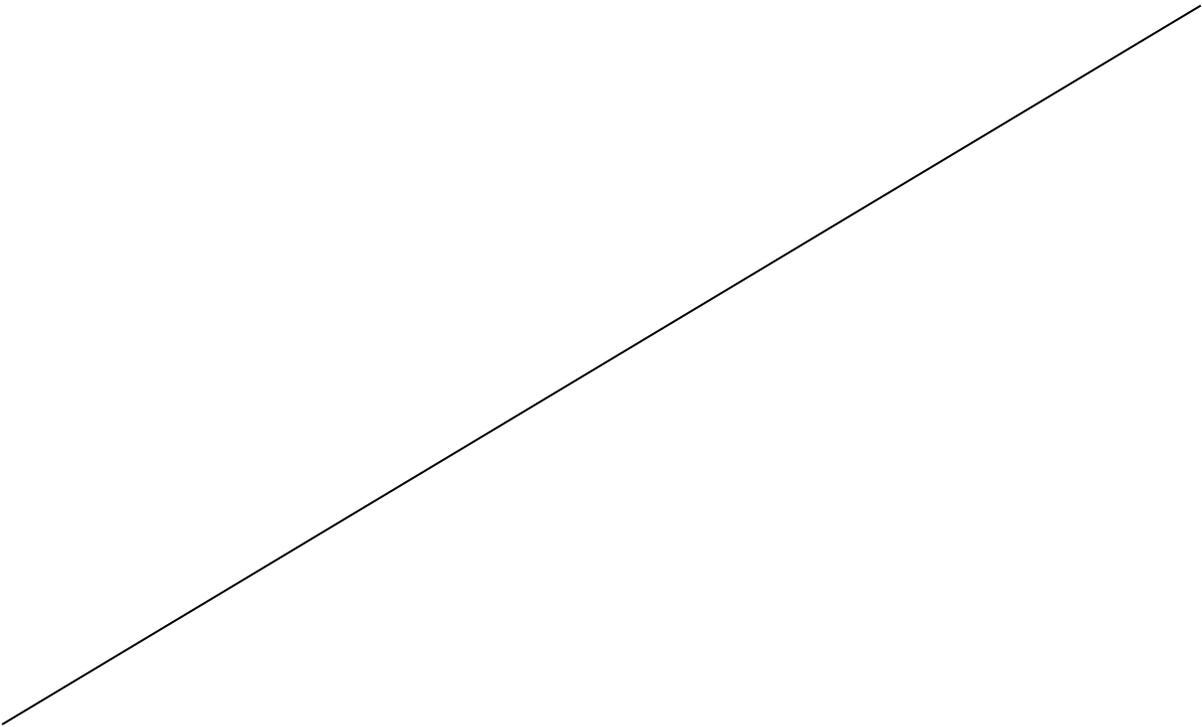
notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication transmitted by facsimile communication shall be deemed to have been given and received on the day of its transmission, provided that such day is a Business Day and such transmission is completed before 4:20 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. If there has been a mail stoppage and if a party sends a notice or other communication by facsimile communication, such party shall be relieved from the obligation to mail the original document in accordance with this paragraph.

17. GENERAL

- 17.1 Any power, right or function of the City, contemplated by this Agreement, may be exercised by any employee or agent of the City, who is specifically authorized.
- 17.2 It is understood that the *Municipal Freedom of Information and Protection of Privacy Act* shall apply to all records submitted to or created by the City pursuant to this Agreement.
- 17.3 The Proponent represents and warrants that:
- a) it shall preserve the PIPEDA compliance of all PIPEDA protected Information transferred to it by the City;
 - (b) it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects in the course of performing its contractual obligations; and
 - (c) it shall ensure the PIPEDA compliance of all PIPEDA protected information that it transfers to the City.
- 17.4 The disbursement of Funds by the City to the Proponent pursuant to section 2 is subject to the necessary appropriations from the Municipal Council. The City shall have no liability in the event the respective appropriation is insufficient to meet the funding obligations.
- 17.5 Nothing in this Agreement is to be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the Proponent as partners of each other.
- 17.6 No member of:
- (a) the House of Commons or Senate of Canada; or
 - (b) the Legislative Assembly of Ontario; or
 - (c) the Municipal Council constituting the Service Manager or the Municipal Council of any local municipality of the Service Manager or the governing body of any Municipal Agency, Board or Commission, of any such municipalities;

shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement.

- 17.7 Time shall in all respects be of the essence in this Agreement, provided that the time for doing or completing any matter provided for under this Agreement may be extended or abridged by agreement in writing signed by the City, and the Proponent or their respective solicitors on their behalf, who are hereby expressly authorized in this regard.
- 17.8 Any tender of documents or money hereunder may be made by the City, or the Proponent or their respective solicitors, and it shall be sufficient that a bank draft or certified cheque may be tendered instead of cash.
- 17.9 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario. Any reference to a statute in this Agreement includes a reference to all regulations made pursuant to such statute, all amendments made to such statute and regulations in force from time to time and to any statute or regulation which may be passed, and which has the effect of supplementing or superseding such statute or regulations.
- 17.10 The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement or form part of this Agreement.
- 17.11 The Parties agree that there are no representations, warranties, covenants, agreements, collateral agreements or conditions affecting the property or this Agreement other than as expressed in writing in this Agreement.
- 17.12 This Agreement shall be read with all changes of gender and number required by the context.
- 17.13 The Proponent shall not transfer or convey its interest in all or any part of the Project without, simultaneously assigning its interest in this Agreement to the transferee, which transferee shall enter into one or more agreements with the City, in a form satisfactory to the City to assume all of the Proponent's obligations under this Agreement and to provide the City with Security in accordance with this Agreement.
- 17.14 The Proponent shall not assign its interest in this Agreement without the prior written consent of the City, which consent shall not be arbitrarily or unreasonably withheld;
- 17.15 Each of the Parties shall, at any time and from time to time, upon not less than twenty (20) Business Days prior written notice by the other Party, execute and deliver to the other Party a statement in writing certifying that this Agreement is in good standing, unmodified and in full force and effect, or if there have been modifications that the same are in good standing and in full force and effect, as modified, and stating the modifications. Where applicable, the statement shall state the defaults, if any, known to the Party to whom such request has been made and the action taken or proposed to be taken by such requested Party with respect to same.
- 17.16 If more than one entity is a party to this Agreement as a Proponent, all references to the Proponent shall include all of the said entities and this Agreement shall be binding on each jointly and severally.
- 17.17 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, provided that this paragraph shall in no way derogate from the provisions of section 17.14 restricting the Proponent's ability to assign this Agreement.



IN WITNESS WHEREOF this Agreement has been executed by the **Parties**.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan
Mayor

Michael Schulthess
City Clerk

I/We have the authority to bind the Corporation.

SCHEDULE 'A'

FUNDING SCHEDULE

1. Loan Disbursement Milestones

| Construction Milestones | Progress Payments |
|--|---|
| Construction Start with First Available Permit | 60 per cent (less 10% holdback) |
| Structural Framing Completed | 25 per cent (less 10% holdback) |
| Occupancy and Registration of the Tenant Placement Agreement | 15 per cent (less 10% holdback) |
| Holdback | Released 60 days after lien publication |

No funds shall flow if an order has been issued under subsection 12(2) of the *Building Code Act* and there has been no compliance with the order.

2. Disbursement of the Contribution

2.1 Payment – City Funds

- (a) The City shall make advances of the Loan at the following times upon at least ten (10) days prior notice to the City, provided that the conditions in the Contribution Agreement, including this schedule and those set forth below have been satisfied:
- (i) an amount equal to 60% of the Loan at first available permit, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are, in the opinion of the City properly secured;
 - (ii) an amount equal to 25% of the Loan at completion of structural framing, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are in the opinion of the City properly secured;
 - (iii) the balance of the Loan upon the City receiving confirmation that the Tenant Placement Agreement is registered on title as required under the Agreement and Occupancy (less 10% holdback) as evidenced by the Occupancy Certificate as provided by the City, which amount shall be paid to the Proponent's solicitor in trust for payment in its entirety only in respect of Development Activities provided the funds are in the opinion of the City properly secured;
 - (iv) the holdback of the Loan will be released 60 days after publication notice in the Daily Commercial News or as determined by the City, subject to the following conditions: If requested by the City, the Proponent agrees to provide a breakdown

of expenditures charged to the hard construction contingency prior to the release of the 10% holdback. If requested by the City, the Proponent agrees to provide a breakdown of expenditures for Accessible Units prior to releasing the 10% holdback.

- (b) the City shall not be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services delivered by them in or upon the Property, or employed in the construction of the Improvements, or for any debts or claims accruing to any of the parties against the Proponent or against the Property;
- (c) it is distinctly understood and agreed by the parties hereto that there is no contractual relationship either express or implied, between the City and any supplier, contractor, sub-contractor, craftsman, labourer or person supplying any work, services or material to the Improvements. There shall be no third-party beneficiary of this Agreement, express or implied.

3. CONDITIONS

3.1 The obligation of the City to make the payment of the Loan is conditional upon prior compliance with such of the following conditions precedent:

(a) the Proponent shall have submitted the Project budget and Project Construction Schedule to the City in a form and content satisfactory to the City;

(b) the Proponent shall have delivered to the City evidence satisfactory to the City that the Proponent's equity has been paid, delivered or pledged;

(c) the City shall have received the following documents and materials each of which shall be satisfactory in substance and in form to the City:

(i) certificates of incumbency of the persons signing on behalf of the Proponent;

(ii) certified copies of such corporate documents of the Proponent as the City may reasonably require including, without limitation, letters patent, articles of incorporation, certified abstracts from by-laws, and certified copies of relevant directors' resolutions;

(iii) an opinion of the Proponent's counsel addressed to the City Solicitor's Office,

(A) that the Proponent:

(a) is a body corporate, duly incorporated and properly organized and validly existing as a corporation under the laws of the jurisdiction in which it was incorporated;

(b) is qualified to do business in the Province of Ontario;

(c) has all the necessary corporate power and authority to carry on the business to be conducted by it in respect of the development, operation and management of the Project; and

(d) has all the necessary corporate power and authority to enter into and perform its obligations under this Agreement and each of the Security Documents to which it is a party in accordance with their respective terms;

B) that this Agreement to which the Proponent is a party has been duly and validly authorized, executed and delivered by the Proponent and are valid and binding obligations of the Proponent enforceable in accordance with their respective terms;

C) that neither the execution and delivery by the Proponent of this Agreement to which it is a party nor compliance by the Proponent with any of their respective terms will contravene the charter documents or by-laws of the Proponent or, to the best of such counsel's knowledge, after having made due enquiry of the Proponent, contravene or result in a default under any other agreement or instrument by which Proponent may be bound or affected;

D) that, to the best of such counsel's knowledge, without having made independent enquiry, there are no actions or proceedings pending or threatened against the Proponent, before any court or administrative agency;

E) that the Proponent has or will have good and marketable title to the Property, subject only to Permitted Encumbrances, and that the Project complies in all respects with

and is not in contravention of any relevant municipal, provincial or federal law, by-law, statute, ordinance or regulation;

- F) that no instrument containing a charge on any of the undertaking, property or assets of the Proponent, or notice thereof, has been registered in the Province of Ontario;
- G) that this Agreement and financing statements, notices and other documents relative thereto have been duly registered or filed in all places in Ontario where such registration or filing is required by law or is necessary to make effective, preserve and protect the security which they purport to create;
- H) as to such other matters as the City or its counsel may reasonably request.

SCHEDULE “B” RENTAL PROTOCOL

1. DEFINITIONS

1.1 In this Schedule “B”, unless the context requires otherwise,

- “Agreement” means the Agreement to which this Schedule “B” is attached; and

when used in this Schedule “B”, the term “rent” includes the amount of any consideration paid or given or required to be paid or given by or on behalf of a tenant to the Proponent or the Proponent’s agent for the right to occupy a Unit and for any services and facilities and any privilege, accommodation or thing that the Proponent provides for the tenant in respect of the occupancy of the Unit, whether or not a separate charge is made for services and facilities or for the privilege, accommodation or thing.

1.2 The definitions in the Agreement shall apply to this Schedule “B”, in addition to the definitions contained in section 1.1 above.

1.3 All references to section numbers in this Schedule are references to sections of the Schedule and not sections of the Agreement, unless otherwise explicitly stated.

2. PROJECT RENTS

2.1 During the Affordability Period, the Proponent shall not charge rent for a Unit in the Project in excess of the affordable rent permitted under this Schedule “B” nor increase any rent charged for a Unit except as permitted in this Schedule “B”.

3. RENTS

3.1 Initial rents are listed in Schedule “H” and will not be adjusted prior to occupancy.

3.2 Affordable Rent Units: [] Units for which Program Funds have been utilized shall not exceed eighty per cent (80%) of the CMHC Median Market Rent for the London CMA. Rent increases will follow the RTA rent increase guidelines and must not exceed 80% CMHC MMR for the term of the agreement. Rents include a fridge, stove, and water.

4. RENT INCREASES

4.1 The Proponent may increase the rent charged under section 3.2 with respect to a Unit only if at least twelve (12) months have elapsed,

- (a) since the day of the last rent increase respecting the Unit, if there has been an increase, or
- (b) since the day the Unit was first rented for the first (1st) rental period following the completion of the Development Activities in connection with the Project.

4.2 No additional increase is permitted when a unit becomes vacant within 12 months of the annual rent increase.

4.3 The Proponent shall not increase the rent pursuant to section 4.1 during the Affordability Period by more than the then prevailing rent increase guideline established for each calendar year pursuant to the *Residential Tenancies Act, 2006* or any successor legislation. The Proponent acknowledges that the rent increase guideline of the *Residential Tenancies Act, 2006* or any successor legislation does not apply to the Project and agrees that the rent increase guideline applies by virtue of the contractual terms of the Agreement and this Schedule “B”.

5. MAXIMUM HOUSEHOLD INCOME

5.1 Gross tenant household income from all sources for tenants of assisted affordable rental housing can be no greater than five (5) times their monthly occupancy cost. Proponents will be required to check incomes for prospective tenants of Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy (“rent up”) and when any new tenants are selected as ensuing vacancies occur during the twenty-five (25) year period following the Project completion date. Proponents are not required or expected to check incomes of approved tenants once they have taken possession of their units.

5.2 Any maximum household income outlined in section 5.1 of this schedule may be altered in the absolute discretion of the City.

5.3 The Proponent shall obtain at the time of application, and retain on file, the current Canada Revenue Agency Notice of Assessment for all household members over the age of 18.

6. MAXIMUM HOUSEHOLD ASSETS

6.1 Proponents may be required to confirm assets of prospective tenants of Affordable Rental Housing units to ensure compliance with this requirement at initial occupancy (“rent up”) and when any new tenants are selected as ensuing vacancies occur during the twenty (20) year period following the Project completion date. Proponents are not required or expected to confirm incomes for approved tenants once they have taken possession of their units.

6.2 Any maximum household assets outlined in section 6.1 of this schedule may be altered in the absolute discretion of the City.

6.3 The Proponent shall obtain at the time of application, and retain on file, any required asset verification and/or documentation as determined by the City, for all household members over the age of 18.

SCHEDULE “C-1”, “C-2”, “C-3”

SECURITY DOCUMENTS

Schedule C-1: City Charge/Mortgage of Land - register in land titles/land registry system

Schedule C-2: Assignment of Rents - register in land titles/land registry system and PPSA

Schedule C-3: Security Agreement (chattels) - register in PPSA

**SCHEDULE
C-1**

ADDITIONAL PROVISIONS: Continued from Page 1 - Box 10 (TERAVEIW)

1. Section 24 of the Standard Charge Terms filed as No. 200033 is deemed to be excluded.
2. This Charge/Mortgage of Land is collateral security for a Contribution Agreement made between the Chargor and the Corporation of the City of London ("Chargee"), dated the _____, (the "Contribution Agreement") under which the City contributed for a total [_____] towards the Project and is in addition to and not in substitution for any other security held by the Chargee for all or any part of the monies secured under this Charge/Mortgage of Land.
3. In the event of a breach of the terms of the Security Agreement or the Assignment of Leases and Rents being given by the Chargor to the Chargee simultaneously with this Charge, the principal balance then outstanding, together with any other amounts payable pursuant to the terms of this Charge, shall forthwith become due and payable at the option of the Chargee and all powers conferred by this Charge shall become exercisable by the Chargee.
4. With respect to the portion of the Principal Amount advanced by the Chargee:
 - (a) Prior to the Interest Adjustment Date, interest shall accrue on the total of the amount or amounts advanced by the City to the Chargor under the Contribution Agreement at the rate of eight per cent (8%) per annum. The interest so calculated shall compound semi- annually, not in advance, until the Interest Adjustment Date.
 - (b) On the Interest Adjustment Date, the amount of interest accrued shall be forgiven, provided that the Chargor has satisfied all requirements as set out in the Contribution Agreement.
 - (c) On each anniversary date of the Interest Adjustment Date, the Chargor shall pay the City the amount of interest, as calculated according to the interest rate stipulated in paragraph 4(a), so accrued during the previous year; provided, however, if the Chargor has satisfied, as of such anniversary date, the requirements of the Contribution Agreement, the amount of the interest so owing shall automatically be forgiven.
 - (d) The Loan amount shall be fully forgiven on the last day of the month at the end of the term of the Loan, provided that the Chargor has fulfilled all the requirements of in the Contribution Agreement.
5. Upon the occurrence of any one or more of the Events of Default described in the Contribution Agreement, the City, at its option, may declare the outstanding principal amount of the Loan then advanced, together with all other moneys owing to the City under the Contribution Agreement, due and payable forthwith.

6. The Chargor covenants with the Chargee that upon request in writing from the Chargee, it will provide the Chargee, within thirty (30) days of receipt of such request, a schedule containing the names of all tenants in the building constructed on the Charged Premises, accompanied by a certificate of an officer of the Chargor confirming the terms of all existing leases, that the same are in full force and effect, that the Chargor has complied with all terms thereof, and that the Chargor will not amend, modify or cancel any lease or receive any prepayment of rent other than the current and last month's rent without the prior written consent of the Chargee, that there are no outstanding set-offs or equities disclosed or undisclosed as between the Chargor and the tenant, that no money other than a maximum of two (2) months rent has been prepaid by the tenant to the Chargor, and that the tenant is aware of the assignment by the Chargor of all rents and leases affecting the Charged Premises.
7. The Chargor covenants with the Chargee that if the Chargee make any payment, in connection with the determination, establishment or preservation of its priority, whether such payment is made to a lien claimant or other person claiming an interest in the Charged Premises or is paid into court, then the amount or amounts so paid and all costs, charges and expenses incurred in connection therewith shall be forthwith payable to the Chargee by the Chargor and shall be a charge on the Charged Premises and shall be added to the debt hereby secured and shall bear interest at the said rate, and in default of payment, the power of sale and other remedies hereunder may be exercised. It is further agreed that the Chargee shall not become a mortgagee in possession by reason only of exercising any of the rights given to them under this paragraph or in making any payment to preserve, protect or secure the Charged Premises.
8. The Chargor covenants with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for the sale or transfer of title of the Charged Premises to a purchaser or transferee not approved in writing by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon, at the option of the Chargee, shall forthwith become due and payable.
9. Subject to the renewals, replacements and consolidations permitted in paragraph 15 below, the Chargor shall not further mortgage or encumber the Charged Premises without the prior written approval of the Chargee.
10. The Chargor shall take out and maintain throughout the term of the Charge the following insurance, all in a form and with insurers acceptable to the Chargee:
 - (a) all policies shall include thirty (30) days written notice to the Chargees of material alternation or cancellation and must be signed by the insurer(s) or their authorized representative(s). Brokers signing on behalf of the insurer(s) must provide the Chargee with a letter of authority from the insurer(s);
 - (b) the policies shall include the Chargee as loss payees, as their interest may appear, and shall contain the Insurance Bureau of Canada approved standard mortgage clause endorsement;

- (c) all risks, including extended coverage and flood, to full one hundred per cent (100%) replacement cost, and boiler and pressure vessel and machinery insurance;
- (d) comprehensive or commercial general liability insurance to a limit of not less than five million dollars (\$5,000,000.00) per occurrence;
- (e) general liability coverage for non-owned automobile to a limit of not less than two million dollars (\$2,000,000.00); and
- (f) co-insurance shall not be acceptable.

11.

- (a) To the best of the Chargor's knowledge and belief, the Charged Premises contain no asbestos, urea formaldehyde insulation, polychlorinated biphenyls (PCB's), radioactive substances or other materials deemed to be hazardous under any applicable environmental legislation, there are no outstanding orders or notices and any required permits or licences are in good standing.
- (b) The Chargor, at its sole cost and expense, shall comply, or cause its tenants, agents, and invitees, at their sole cost and expense, to comply with all federal, provincial and municipal laws, rules, regulations and orders, with respect to the discharge and removal of hazardous or toxic wastes, and with respect to the discharge of contaminants into the natural environment. The Chargor shall pay immediately when due the cost of removal of any such wastes and the cost of any improvements necessary to deal with such contaminants and keep the Charged Premises free and clear of any lien imposed pursuant to such laws, rules and regulations. In the event the Chargor fails to do so, after notice to the Chargor and the expiration of the earlier of (i) any applicable cure period under the Charge or (ii) the cure period under the applicable law, rule, regulation or order, the Chargee at their sole option may declare the Charge to be in default.
- (c) The Chargor shall indemnify and hold the Chargee harmless from and against all losses, costs, damages or expenses (including, without limitation, legal fees and costs incurred in the investigation, defence and settlement of any claims) relating to the presence of any hazardous waste or contaminant referred to herein.

11. The Chargee or its agents may, at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the Charged Premises to inspect the lands and buildings thereon. Without limiting the generality of the foregoing, the Chargee or its agents may enter upon the Charged Premises to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the reasonable cost of such testing, assessment, investigation or study, as the case may be, shall be payable by the Chargor forthwith and shall be a charge upon the said

Charged Premises. The exercise of any of the powers enumerated in this paragraph shall not deem the Chargee or its agents to be in possession, management or control of the said lands and buildings.

12. At any time after the security hereby constituted becomes enforceable, or the moneys hereby secured shall have become payable, the Chargee may appoint in writing a receiver or receiver-manager (the "Receiver") of the Charged Premises, with or without bond, and may from time to time remove the Receiver and appoint another in its stead, and any such Receiver appointed hereunder shall have the following powers:
 - (a) To take possession of the Charged Premises and to collect the rents and such property, undertaking and assets of the Chargor assigned and/or charged to the Chargee herein and for such purpose to enter into and upon any lands, buildings and premises and for such purpose to do any act and take any proceedings in the name of the Chargor or otherwise as it shall deem necessary, specifically including, but not limited to managing, operating, repairing, altering or extending the Charged Premises or any part thereof;
 - (b) To employ and discharge agents, workmen, accountants and others upon such terms and with such salaries, wages or remuneration as it shall think proper, to repair and keep in repair the Charged Premises and to do all necessary acts and things for the protection of the said Charged Premises;
 - (c) To sell or lease or concur in selling or leasing any or all of the Charged Premises, or any part thereof; and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver; and any such sale may be made from time to time as to the whole or any part or parts of the Charged Premises; and the Receiver may make any stipulations as to title or conveyance or commencement of title or otherwise which it shall deem proper; and it may buy or rescind or vary any contracts for the sale of any part of the Charged Premises and may resell the same, and it may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in its sole opinion to be most advantageous and at such prices as can reasonably be obtained thereof; and in the event of a sale on credit, neither the Receiver nor the Chargee shall be accountable for or charged with any moneys until actually received;
 - (d) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of this Charge and to exchange any part or parts of the Charged Premises for any other property suitable for the purposes of the Chargee and upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the equality of the exchange or otherwise;
 - (e) To borrow money to carry on the operations of the Chargor at the Charged Premises and to charge the whole or any part of the Charged Premises in such amounts as the Receiver may from time to time deem necessary, and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall constitute a Charge against the Charged Premises in priority to this Charge;
 - (f) To execute and prosecute all suits, proceedings and actions which the Receiver, in its opinion, considers necessary for the proper protection of the Charged Premises, and to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in

and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action;

- (g) To execute and deliver to the purchaser of any part or parts of the Charged Premises, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said property or any part or parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided;
- (h) The net profits of the operations of the Chargor at the Charged Premises and the net proceeds of any sale of the Charged Premises or part thereof shall be applied by the Receiver, subject to the claims of any creditor ranking in priority to this Charge:
 - (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by it of all or any of the powers aforesaid, including the reasonable remuneration of the Receiver and all amounts properly payable by it;
 - (ii) Secondly, in payment of all costs, charges and expenses payable hereunder;
 - (iii) Thirdly, in payment to the Chargee of the principal sum owing hereunder;
 - (iv) Fourthly, in payment to the Chargee of all interest and arrears of interest, if any, and any other monies remaining unpaid hereunder; and
 - (v) Fifthly, any surplus shall be paid to the Chargee, provided that in the event any party claims a Charge against all or a portion of the surplus, the Receiver shall make such disposition of all or a portion of the surplus as the Receiver deems appropriate in the circumstances.
- (i) During any period wherein the Chargee or any receiver or receiver and manager appointed by it shall manage the Charged Premises or any part thereof, upon or after entry, as provided herein, the Chargee shall not, nor shall any receiver or receiver and manager, be responsible or liable for any debts contracted by it, for damages to any other property or person, or for salaries or non-fulfilment of any contract, save and except as to claims at law or in equity to an accounting; and the Chargee shall not be bound to do, observe, or perform or to see the observance or performance by the Chargor of any of the obligations herein imposed upon the Chargor nor in any other way supervise or interfere with the conduct of the Chargor's operations of the Charged Premises;
- (j) The Chargee shall not be liable to the Receiver for his remuneration, costs, charges or expenses, and the Receiver shall not be liable for any loss howsoever arising, unless the same shall be caused by his own gross negligence or wilful default; and he shall, when so appointed, by notice in writing pursuant hereto, be deemed to be the agent of the Chargor, and the Chargor shall be solely responsible for his acts and defaults and for his remuneration;
- (k) Save as to claims for an accounting contained in this paragraph, the Chargor hereby releases and discharges any such Receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Chargor or any person claiming through or under it by reason or as a result of anything done by such Receiver, unless such claim be in direct and proximate result of dishonesty or fraud;
- (l) The Chargee may, at any time and from time to time, terminate any Receiver by notice in

writing to the Chargor and to the Receiver;

- (m) The statutory declaration of an employee or agent of the Chargee as to default under the provisions of this Charge and as to the due appointment of the Receiver pursuant to the terms hereof shall be sufficient proof thereof for the purposes of any person dealing with the Receiver through its ostensibly exercising powers herein provided for and such dealing shall be deemed, as regards such person, to be valid and effectual;
 - (n) The rights and powers conferred herein in respect of the Receiver are supplemental to and not in substitution of any other rights and powers which the Chargee may have.
13. The Charge is hereby postponed to all mortgages registered against the Charged Premises as of the date of registration of this Charge and shall be continued to be postponed to any renewal or replacement or consolidation of such mortgages, with or without an increased rate of interest, provided the Chargor maintains sufficient equity in the Charged Premises as determined by the Chargee acting reasonably.

SCHEDULE C-2

THIS ASSIGNMENT made this day of August, 2022

BETWEEN:

[INSERT PROPONENT NAME]

(hereinafter called the "Assignor")

- a-d -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Assignee")

WHEREAS:

- A. The Assignor is the owner of the lands and premises hereof (the "Premises"), subject to a charge to the Assignee of even date (the "Charge");
- B. The Assignor has leased or granted a right of use, occupation or license with respect to parts of the Premises and will from time to time lease or grant a right of use, occupation or license with respect to parts of the Premise

NOW THEREFORE, the Assignor and the Assignee agree with each other as follows:

- 1. In consideration of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee, the Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, as security for payment of the principal and interest and other moneys secured by the Charge and for performance of the obligations of the Assignor thereunder, all rents, charges and other moneys (the "Rents") now due and payable or hereafter to become due and payable,
 - (a) under every existing and future lease of and agreement to lease the whole or any portion of the Premises,
 - (b) under every existing and future tenancy, use, occupation or license granted by the Assignor, its successors and assigns, in respect of the whole or any portion of the Premises, whether or not pursuant to a lease, agreement to lease or license, a
 - (c) under every existing and future guarantee of all or any of the obligations of existing or future tenants, users, occupiers or licensees of the whole or any portion of the Premises

- (d) including all rents and other moneys under every lease, agreement to lease, use, occupancy, license and guarantee (the "Leases"), with full power and authority to demand, collect, sue for, recover, receive and give receipts for the Rents, and to enforce payment of the same in the name of the Assignor, its successors and assigns, or otherwise.
2. The Assignor shall be permitted to collect and receive the Rents as and when the same shall become due and payable according to the terms of the Leases, unless and until the Assignor is in default under any of the provisions of the Charge and thereafter, the Assignee shall give notice to the tenant, user, occupier, licensee or guarantor, requiring the same to pay the Rents to the Assignee, which notice shall be binding upon the Assignor and may not be contested by it.
3. The Assignor represents, warrants, covenants and agrees that, subject to the provisions of paragraph
- (a) none of the Leases or the Assignor's rights thereunder, including the right to receive the Rents, have been or will be amended (except in the ordinary course of business), assigned, encumbered, discounted (save and except in connection with any settlement with a defaulting tenant in the ordinary course of business) or anticipated in priority to this Assignment, without the prior written consent of the Assignee;
 - (b) it has not and will not do or omit to do any act having the effect of terminating, canceling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or obligations of any other party thereunder or in connection therewith
 - (c) none of the rights, remedies and obligations are or will be affected by any reduction, abatement, defense, set-off or counterclaim;
 - (d) none of the Rents under any of the Leases has been or will be paid in advance, except rent for the ensuing month and rent for the last month of the term of the lease;
 - (e) none of the Rents under any of the Leases has been paid prior to the due date for payment thereof
 - (f) there has been no default under any of the Leases;
 - (g) there is no outstanding dispute under any of the Leases between the Assignor and any other party thereto;
 - (h) each of the Leases is valid, enforceable and in full force and effect;
 - (i) the Assignor shall observe and perform all of its obligations under the Leases.
4. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of the Rents or any of them or for the performance of any obligations or provisions under or in respect of the Leases or any of them to be observed and performed by the Assignor; and the Assignee shall not, by virtue of this

Assignment or their receipt of the Rents or any of them, become or be deemed to be a mortgagee in possession; and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them, or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less proper collection charges and such moneys may be applied on account of any indebtedness of the Assignor to the Assignee.

5. In the event the Assignee shall have exercised its rights under paragraph 2 and shall have received any of the Rents and if the Assignor shall cure the default under the Charge which gave rise to such exercise and shall have resumed collection of the Rents, the Assignee shall provide the Assignor with details of all Rents received by them prior to such resumption.
6. The Assignor covenants and agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this Assignment and without limiting the generality of the foregoing, upon the request of the Assignee made at any time, it shall assign, transfer and set over unto the Assignee the Leases or such of them so requested by a valid assignment thereof and shall give any other parties thereto a notice of such assignment and shall obtain from them acknowledgements of such notice, and the Assignor hereby irrevocably appoints the Assignee its attorney to effect and execute such assignment.
7. A full and complete Discharge of the Charge shall operate as a full and complete release and re-assignment of all of the Assignee's rights and interest hereunder, and after the Charge has been fully discharged, this instrument shall be void and of no further effect. In the event further documentation is required for such release and re-assignment, the Assignees shall execute the same promptly, upon request by the Assignor.
8. This Assignment is given in addition to and not in substitution for any other security held by the Assignee for all or any part of the monies secured under the Charge. It is understood and agreed that the Assignee may pursue its remedies under the Charge or hereunder or under any other security, concurrently or successively, at its option. Any judgment or recovery hereunder or under any other security held by the Assignee for the monies secured under the Charge shall not affect the right of the Assignee to realize upon this or any other security.
9. This Assignment is hereby postponed to the Assignment of Rents registered against the Premises as of the date of registration of this Assignment and any extension or renewal thereof and any specific assignment of Rents made thereunder from time to time.
10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

I/We have the authority to bind the Corporation.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 The Assignor hereby represents, warrants and covenants to or with the Assignee, as the case may be, that:

- (a) the Assignor shall reimburse the Assignee for all costs and expenses, (including legal fees on a solicitor and his own client basis), incurred by them in the filing of this Agreement and the taking, recovering or possessing the Collateral, and in any other proceedings taken for the purpose of protecting or enforcing the remedies provided herein, or otherwise in relation to the Collateral or by reason of non-payment of the Obligations, and all such costs and expenses shall be payable on demand;
- (b) at the time of execution and delivery of this Security Agreement, the Assignor is and stands solely, rightfully and lawfully seized of a good, sure, perfect, absolute and indefeasible title to the Collateral, free of any charge, lien, charge, security interest or encumbrance, except for any held by the currently registered first mortgagee of the lands and premises described in Schedule "A";
- (c) the Assignor shall not remove any of the Collateral from the lands and premises described in paragraph 2, without the Assignee's prior written consent, unless such Collateral is worn out or obsolete and provided that prior to such removal such Collateral is replaced with other Collateral of comparable quality, which shall be free of any mortgage, lien, charge, security interest or encumbrance, except for any held by any registered first mortgagee, from time to time, of the said lands and premises;
- (d) the Assignor shall care for, protect and preserve the Collateral and shall not permit its value to be impaired, and shall not sell, transfer, assign, mortgage, charge, pledge, hypothecate or deliver or otherwise dispose of any such property or any interest therein, except to any registered first mortgagee, from time to time, of the lands and premises described in Schedule A, without the prior written consent of the Assignee;
- (e) the Assignor shall keep the Collateral insured under the policies provided for in the Charge;
- (f) the Assignee shall be entitled, from time to time and at any time, to inspect the Collateral wherever located and to make enquiries and tests concerning the Collateral, and the Assignor shall defray all expenses in connection therewith; and
- (g) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Assignor in accordance with its terms.

4. USE OF SPECIFICALLY CHARGED PROPERTY

4.1 Until the occurrence of an event of default, as hereinafter provided, the Assignor may use the Collateral specifically charged in any lawful manner not inconsistent with this Agreement.

5. EVENTS OF DEFAULT

5.1 Obligations not payable on demand shall immediately become payable upon the

occurrence of one (1) or more of the following events of default:

- (a) the Assignor fails to pay when due any of the Obligations, or to perform or rectify a breach of any of the representations, warranties or covenants of this Agreement or of the Charge;
- (b) the Assignor ceases or threatens to cease to carry on business, becomes insolvent or the subject of bankruptcy or insolvency proceedings;
- (c) an encumbrancer takes possession of any of the Collateral or any process of execution is levied or enforced upon or against any of the Collateral;
- (d) indebtedness or liability of the Assignor, other than to the Assignee, becomes due and payable, or capable of being declared due and payable, before the stated maturity thereof, or any such indebtedness or liability shall not be paid at the maturity thereof or upon the expiration of any stated applicable grace period thereof, or any guarantee given by the Assignor is not honoured when due and called upon;

and the Assignee shall have all rights and remedies under the applicable laws, as well as any other rights and remedies provided by this Agreement.

6. ADDITIONAL POWERS UPON DEFAULT

- 6.1 In addition to the rights and powers provided in paragraphs 5 and 8 and under the *Personal Property Security Act*, the Assignees and the Receiver, as defined in paragraph 8, shall have the following rights and powers, if the security hereby constituted becomes enforceable:

to dispose of any of the Collateral in the condition in which it was at the date possession of it was taken, or after any commercially reasonable repair, processing or preparation thereof for disposition; and the Assignor shall from time to time forthwith on the Assignee's request, execute, do and make all such agreements, statements, further assignments, acts, matters and things which may, from time to time, in the opinion of the Assignee, be necessary or expedient for the purpose of carrying into effect any of the provisions hereof and of perfecting the title of the Assignee in the collateral; and the Assignee and any of its managers or acting managers are by the Assignor hereby irrevocably constituted and appointed the true and lawful attorney of the Assignor, with full power of substitution for the Assignee, at its option, whenever and wherever it may deem necessary or expedient to do, make and execute all such statements, assignments, documents, acts, matters or things, with the right to use the name of the Assignor.

7. WAIVER BY THE ASSIGNEE

- 7.1 Any breach by the Assignor of any of the provisions contained in this Agreement or any default by the Assignor in the observance or performance of any covenant or condition required to be observed or performed by the Assignor hereunder may only be waived by the Assignee in writing, provided that no such waiver by the Assignee shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

8. APPOINTMENT OF RECEIVER AND MANAGER

8.1 The Assignee may appoint in writing any person, whether an employee or employees of the Assignee or not, to be a receiver or a receiver and manager (the "Receiver") of the Collateral or any part of parts thereof.

8.2 A receiver so appointed shall have power:

- (i) to take possession of, collect and get in the Collateral or any part thereof, and for that purpose to take any proceedings in the name of the Assignor or otherwise; and
- (j) to sell or concur in selling any of the Collateral.

8.3 Any Receiver so appointed shall be deemed to be the agent of the Assignor. The Assignor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and expenses. The Assignees shall not, in any way, be responsible for any misconduct or negligence on the part of the Receiver.

8.4 All moneys received by the Receiver after providing for payment of all costs, charges and expenses of or incidental to the exercise of any of the powers of the Receiver shall be applied in or towards satisfaction of the Security Interest.

8.5 The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights the Assignees may have from time to time.

9. NOTICE

9.1 The Assignor shall be entitled to not less than fifteen (15) days notice in writing of the date, time and place of any intended disposition of the Collateral, such notice to be sent by registered mail to the last known post office address of the Assignor.

10. APPROPRIATION

10.1 The Assignee shall have the right, at any time, to appropriate any payment made to any portion of the Obligations and to revoke or alter any such appropriation.

11. TERM

11.1 This Agreement shall be a continuing agreement, in every respect, for the payment of the Obligations and it shall remain in full force until all of the Obligations shall be paid in full. In the event any provisions of this Agreement shall be deemed invalid or void by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

12. NON-SUBSTITUTION

12.1 The Security Interest is in addition to and not in substitution for any other security now or hereafter held by the Assignee.

13. ACKNOWLEDGEMENT

13.1 The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF this Assignment has been executed on behalf of the Assignor by its authorized officers.

I/We have the authority to bind the Corporation.

SCHEDULE "A"

Location of the Collateral

Property Address:

PIN:

Description:

SCHEDULE "B"

Property Comprising the Collateral

All refrigerators, stoves, washers, dryers and all other items of personal property owned by the Assignor and located on or used in connection with the operation of the lands and premises described in Schedule "A".

SCHEDULE “D”

PERMITTED ENCUMBRANCES

[This schedule in the executed Charge/Mortgage will contain the registration details of all registered documents which fit into the categories listed below.]

1. Mortgages and security registered in favour of CMHC.
2. Such easements and restrictive covenants as do not prevent the Project from being constructed or used as Affordable Rental Housing.
3. Municipal agreements relating to the Development Activities in connection with the Project.
4. Mortgages and security registered in favour of London Community Foundation which provide interim funding to the Proponent and which by its terms must be repaid in full from the 2nd advance on the CMHC mortgage on the Proponent's Project.

SCHEDULE “E”

ONTARIO INITIAL OCCUPANCY REPORT – PART 1

The Initial Occupancy Report (IOR) is a two-part report. The IOR will be signed by the Proponent and City.

The following information will be required for the IOR form: Section A – Project Information

Section B – Units and Rent Information Section C – Depth of Affordability Section D – Milestones

Section E – Financial

Section F – Project Certification

NOTE: The IOR is required to be submitted by the Proponent to City/HDC, for approval, before receiving final payment. The "permitted rents" must be consistent with the formula for determining the initial rents, set out in Schedule “C” Rental Protocol.

SCHEDULE “E”

INITIAL OCCUPANCY REPORT – PART 2

A. Project Information

| | |
|------------------------------------|--|
| Initial Occupancy | |
| Contribution Agreement Expiry Date | |
| Project Name | |
| Project Address | |
| Proponent | |
| Contact | |
| Mailing Address | |

B. Household Income of All Tenants

| Unit Number | Unit Type | Tenant Name(s) and Dependent(s) | Total Gross Household Income | Tenant Move-In Date |
|-------------|-----------|---------------------------------|------------------------------|---------------------|
| | | | | |
| | | | | |

C. Project Certification, Consent and Solemn Declaration

I hereby declare and certify the following statements to be true and correct:

1. To the best of my knowledge, all information provided in Section B of this report is true and correct and matches financial statements and rent rolls.
2. All new tenants have been appropriately screened for program eligibility and unit occupancy standards in accordance with the Contribution Agreement and Residential Tenancies Act prior to signing of leases.
3. No additional fees, charges, or lease costs are required of tenants outside of the requirements of the Contribution Agreement.
4. Any increases in rental rates have been done so, no more than one time annually in accordance with the practices and limitations as set out in the Contribution Agreement.
5. I am aware of the controls and remedies outlined within the Contribution Agreement related to compliance with the agreement and affordable housing program.

Consent:

I understand that, in accordance with the Contribution Agreement, the City or its agents may review the rent roll, financial statements, and verification of initial tenant eligibility which has been retained and will be made available for review purposes.

Solemn Declaration:

I declare that all the information on these forms is true to the best of my knowledge and that no information has been withheld or omitted. I make this declaration knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Proponent Name
Position
Company/Organization

Date: _____

NOTE: This Schedule is required to be submitted by the Proponent to the City for approval, before receiving the final City payment. The “permitted rents” must be consistent with the formula for determining the initial rents, set out in Schedule "B" Rental Protocol. This form is subject to change without notice.

Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation will include the most recent Notice of Assessment or other such documentation acceptable to the City. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.

SCHEDULE “F”
ANNUAL OCCUPANCY REPORT – PART 1

The Annual Occupancy Report (AOR) is a two-part report. The AOR will be generated on an annual basis for the term of the Contribution Agreement. The AOR Ontario will be signed by the Proponent and the City.

The following information will be required for the AOR Ontario form: Section A – Project Information

Section B – Units and Rent Information Section C – Depth of Affordability Section D – Project

Certification

Section E – Service Manager/Aboriginal Program Administrator

SCHEDULE "F"

CITY ANNUAL OCCUPANCY REPORT – PART 2

A. Project Information

| | |
|------------------------------------|--|
| Reporting Period | |
| Initial Occupancy | |
| Contribution Agreement Expiry Date | |
| | |
| Project Name | |
| Project Address | |
| Proponent | |
| Contact | |
| Mailing Address | |

B. Household Income of New Tenants

| Unit Number | Unit Type | Tenant Name(s) and Dependent(s) | Total Gross Household Income | Tenant Move-In Date |
|-------------|-----------|---------------------------------|------------------------------|---------------------|
| | | | | |
| | | | | |

C. Project Certification, Consent and Solemn Declaration

I hereby declare and certify the following statements to be true and correct:

1. To the best of my knowledge, all information provided in Section B of this report is true and correct and matches financial statements and rent rolls.
2. All new tenants have been appropriately screened for program eligibility and unit occupancy standards in accordance with the Contribution Agreement and Residential Tenancies Act prior to signing of leases.
3. No additional fees, charges, or lease costs are required of tenants outside of the requirements of the Contribution Agreement.
4. Any increases in rental rates have been done so, no more than one time annually in accordance with the practices and limitations as set out in the Contribution Agreement.
5. I am aware of the controls and remedies outlined within the Contribution Agreement related to compliance with the agreement and affordable housing program.

Consent:

I understand that, in accordance with the Contribution Agreement, the City or its agents may review the rent roll, financial statements, and verification of initial tenant eligibility which has been retained and will be made available for review purposes.

Solemn Declaration:

I declare that all the information on these forms is true to the best of my knowledge and that no information has been withheld or omitted. I make this declaration knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Date: _____

Proponent
Name Position
Company/Organ
ization

NOTE: The "permitted rents" must be consistent with the formula for determining the initial rents, set out in Schedule "B" Rental Protocol. This form is subject to change without notice.

Proponents are required to attach current income verification documentation for each new tenant to this report. Income verification documentation will include the most recent Notice of Assessment or other such documentation acceptable to the City. Proponents are not required or expected to check incomes for approved tenants once they have taken possession of their units.

SCHEDULE "G"

LEGAL DESCRIPTION OF PROPERTY

Number of Units: [_____] Affordable Rental Housing Units

Property Address: PIN:

Description:

SCHEDULE "H"

PROJECT INFORMATION FORM

Service Manager – City of London

Project Name:

Proponent Information

Proponent Type: private/ non-profit/ charitable corporation

Project Information

Number of affordable units created: Number of market units created: Total number of units created:

Building Type: Apartment

Included in Rent: Fridge, stove, water

Anticipated First Occupancy Date:

| Unit Type | Number of Units | Unit Sizes | Monthly Rents |
|------------------------|------------------------|-------------------|----------------------|
| One bedroom Affordable | | | |
| One bedroom Affordable | | | |
| Two bedroom Affordable | | | |
| Total | | | |

Approvals

Date of City Approval:

SCHEDULE "I"

DEVELOPMENT SCHEDULE

Purchase Property Site Plan Approval Building Permit Construction Start Foundation Completed

Structural Framing Completed Substantial Completion

Lien Publication First Occupancy Full Rent-up

Capital Audit Report – Must be submitted within one hundred and twenty (120) days of construction completion

SCHEDULE "J"

OCCUPANCY STANDARDS

These standards determine the type of unit in respect to which a household is eligible to rent under this Agreement.

Largest unit that a household may occupy:

The largest unit a household is eligible for is a unit that has:

- (a) One bedroom for any two members of the household who are spouses of each other or romantic partners of each other;
- (b) One bedroom for each additional member of the household; and
- (c) An additional bedroom may be provided, if requested by the household under the following specific circumstances:
 - i. If a member of the household requires a separate bedroom due to a disability or medical condition (Written verification: a doctor's note describing the nature of the disability or medical condition clearly specifying why an extra room is required);
 - ii. Store equipment required by a member of the household due to a disability or medical condition (Written verification: a doctor's note describing the equipment required clearly specifying why an extra room is needed);
 - iii. Accommodate an individual who is not a member of the household and who provides a member of the household with support services that are required due to the member's disability or medical condition (Written verification: a letter from the support service agency or person providing support services, describing the nature of the service and hours of service);
 - iv. If a member of the household is pregnant (Written verification: a doctor's note specifying why an extra room is needed);
 - v. If a member of the household has joint custody over a child who is not a member of the household, however, the member is required to provide accommodation for the child where a bedroom is required (Written verification: court order, custody arrangement, or other applicable documentation); and
 - vi. If a member of the household has overnight access to a child who is not a member of the household, the member provide accommodation for the child where a bedroom is required (Written verification: court order, custody arrangement, or other applicable documentation).

Written verification, as described, is required to validate any request for an additional bedroom that is acceptable to the Service Manager.

Smallest Unit that a household may occupy:

The smallest unit a household is eligible for is a unit that has:

- (a) One bedroom for every two members of the household;
- (b) An additional bedroom is required if there is an odd number of members in the household;
- (c) Despite section a), a child and a single adult shall not share a bedroom;
- (d) Despite section a), children of the opposite sex shall not share a bedroom unless both are under the age of five; and

- (e) Despite section a), if the household consists of one individual or two individuals who are spouses or each other or romantic partners of each other, the smallest unit the household is eligible for is a bachelor unit.

Students living away from the household:

A child of a member of the household is a member of the household if the child:

- (a) Is in regular full-time attendance at a recognized educational institution* and, while in attendance, does not live with the household;
- (b) Lives with the household while not attending that educational institution; and
- (c) Is dependent, in whole or in part, on the household for financial support.

Exceptions:

Where extenuating or unusual circumstances exist, a Proponent may request in writing to the Housing Coordinator that a household be excluded from the provisions of these Occupancy Standards. The Housing Coordinator, in consultation with the Manager, Housing Services, may provide written approval to the Housing Provider to exempt certain households from the provisions of the Occupancy Standards.

* “*recognized educational institute*” means any of the following or a similar institution outside Canada:

1. A school, as defined in the Education Act;
2. A university;
3. A college of applied arts and technology established under the Ontario Colleges of Applied Arts and Technology Act, 2002
4. A private career college, as defined in the Private Career Colleges Act, 2005
5. A private school, as defined in the Education Act, for which a notice of intention to operate has been submitted to the Ministry of Education in accordance with the Act.

SCHEDULE "K"

OLD VICTORIA HOSPITAL LANDS PHASE II

REAL PROPERTY:

| | |
|---------------------------|--|
| <u>Address</u> | PARCEL 1 - 124 Colborne Street. PARCEL 2 - 346, 370, 392 South Street and others not assigned. |
| <u>Location</u> | The Subject Site includes 124 Colborne Street, as well as the lands bounded by Waterloo Street, South Street, Colborne Street and Hill Street, excluding lands reserved for the future construction of a public square and retained by the City. This future public square will be located at the corner of South Street and Colborne Street. |
| <u>Measurements</u> | PARCEL 1 - 124 Colborne Street (0.80 acres); PARCEL 2 - the lands bounded by Waterloo Street, South Street, Colborne Street and Hill Street (5.45 acres), excluding lands reserved for the future construction of a public square and retained by the City. |
| <u>Legal Description:</u> | PARCEL 1 - Part of Lot 27 and all of Lots 26, 34 and 35, Registered Plan 172(E), designated as Part 1 on Plan 33R-17941, BEING ALL OF PIN 08315-0080 in the City of London and County of Middlesex, as shown highlighted in red on Schedule "A"; PARCEL 2 - Lots 6, 7 and 8 South of Hill Street East and Lots 6, 7 and 8 North of South Street East on Crown Plan 30, Lots 21, 22, 23, 24, 25, 37, 40 and Part of Lots 36, 38 and 39 on Registered Plan 172(E), designated as Parts 1 and 2 on Plan 33R-17942 Save and Except Parts 1, 2, 3 and 4 on Plan 33R-20703, BEING ALL OF PIN 08329-0197 and PART OF PIN 08329-0198, in the City of London and County of Middlesex, as shown on Schedule "B" and Schedule "C". (collectively the "Property") |

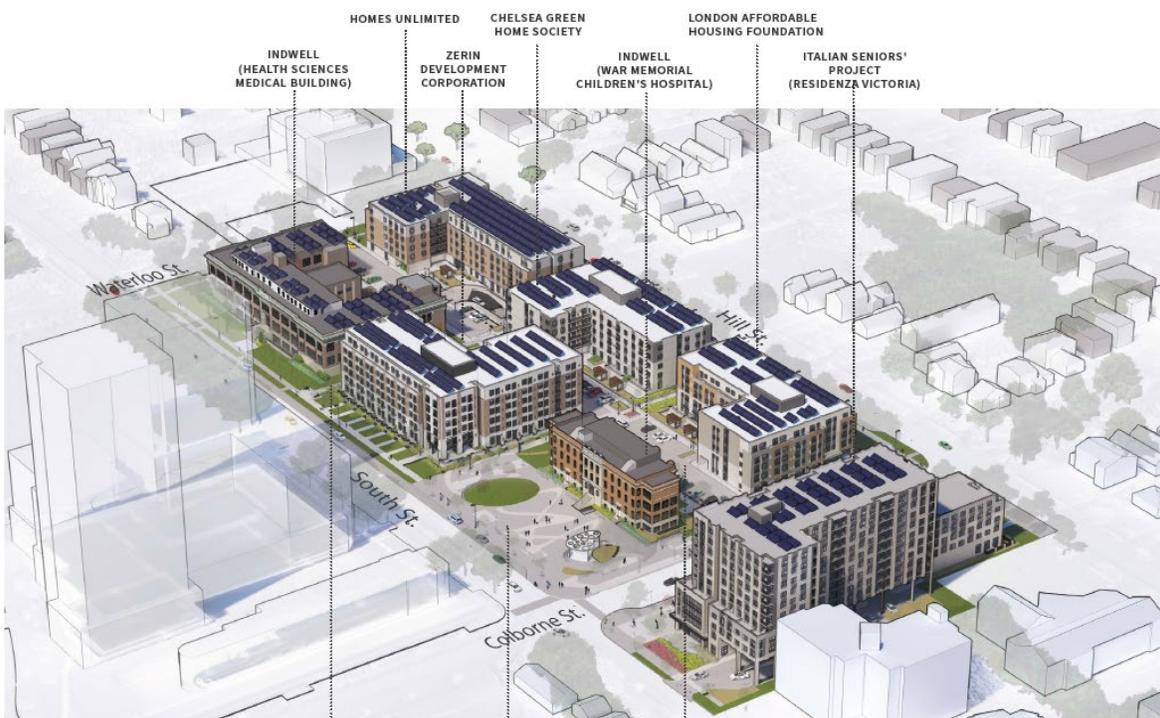
SCHEDULE "L"

VISION SOHO ALLIANCE MEMBERS

VISION SOHO ALLIANCE

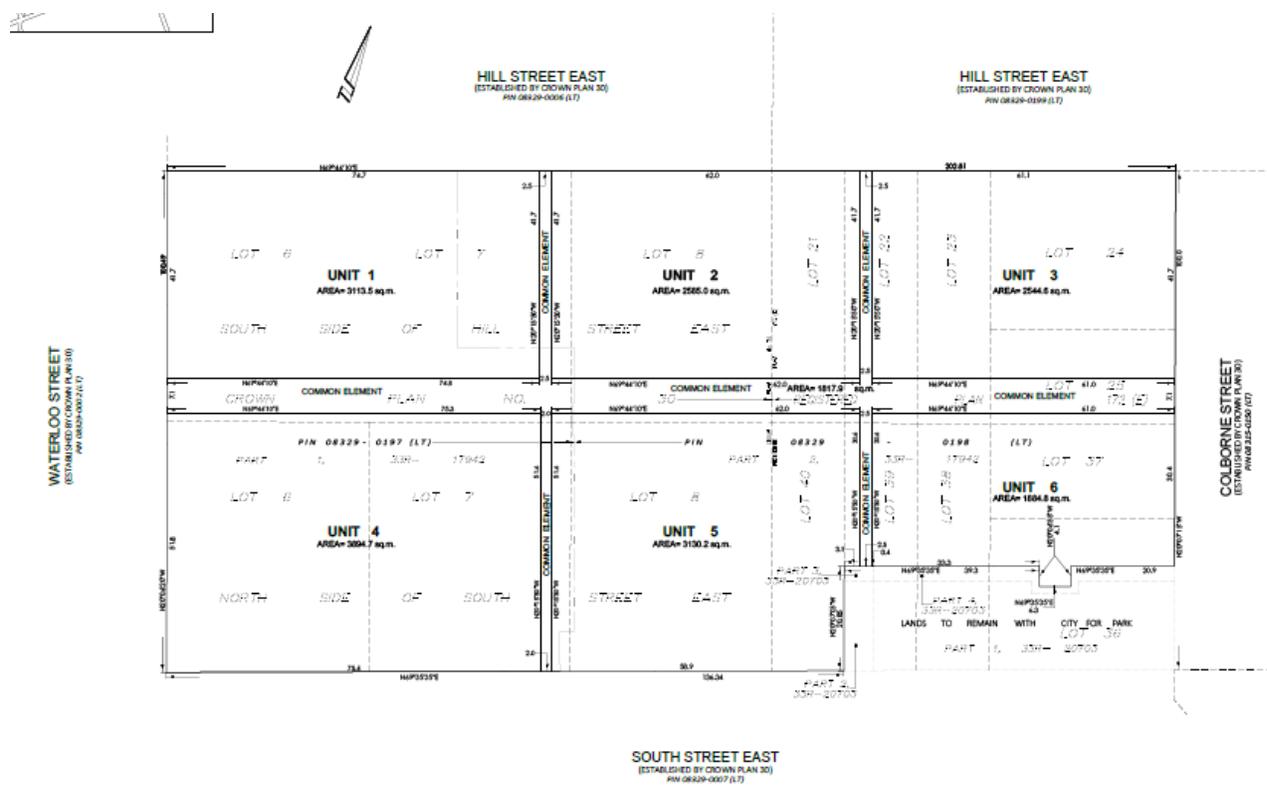
Consisting of:

- Indwell Community Homes
- Zerin Development Corporation
- Homes Unlimited (London) Inc.
- Chelsea Green Home Society
- London Affordable Housing Foundation
- Residenza Affordable Housing (ISP)



SCHEDULE "M"

VACANT LAND CONDOMINIUM REFERENCE PLAN



SCHEDULE "N"

ANNUAL LOAN BALANCE

| INITIAL GRANT/LOAN AMOUNT | | \$ |
|----------------------------------|----------------|-------------------------|
| End of Year | BALANCE | Annual Reduction |
| | 1 | \$ |
| | 2 | |
| | 3 | |
| | 4 | |
| | 5 | |
| | 6 | |
| | 7 | |
| | 8 | |
| | 9 | |
| | 10 | |
| | 11 | |
| | 12 | |
| | 13 | |
| | 14 | |
| | 15 | |

Bill No. 215
2023

By-law No. A.-_____ -__

A by-law to delegate the authority to bind The Corporation of the City of London in defined instances to identified positions within the Civic Administration.

WHEREAS subsection 5(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the power of a municipality shall be exercised by its council;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting, among other things: accountability and transparency of the municipality and its operations; economic, social and environmental well-being of the municipality; and financial management of the municipality;

AND WHEREAS subsection 23.(1) of the *Municipal Act, 2001* provides that, subject to the limitations found in sections 23.2 and 23.3 of the *Municipal Act, 2001*, S.O. 2001, c. 25, a municipality may delegate its powers and duties to a person or body;

AND WHEREAS Council delegates any authority pursuant to this by-law in accordance with Schedule "G" of By-law No. A.-6151-17 "Council Policy By-law," as amended from time to time;

AND WHEREAS it is desirable to enable Civic Administration to conduct its regular duties efficiently and effectively in accordance with City Council's policies;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The power to bind the Corporation of the City of London granted by the *Municipal Act, 2001* is hereby delegated to the applicable Deputy City Manager or their further delegate in the City's Civic Administration in the instances and subject to the conditions identified in the attached Schedule(s) to this by-law.
2. Without limiting the generality of the foregoing, the person holding the Administrative Position to whom the delegation is made shall be authorized to approve and/or execute the agreements listed in the attached Schedule(s), where, in the absence of this by-law, approval would be required by City Council and execution would be required by the City Clerk and the Mayor.
3. The delegated authority shall be applied in accordance with City Council and corporate policies in effect at the time of the action taken.
4. Executed agreements shall be funded from available Council-approved budgets, as applicable.

5. The respective Deputy City Manager shall prepare a report once annually describing the number of instances that Civic Administration exercised the delegated authority to bind under this by-law.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 25, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

| Schedule A - Delegated Authorities in the Environment and Infrastructure Service Area | | | | | | | | | | | |
|---|---|--|----------------------------------|------------|-----------------------|----------------------------|------------------------|----------------------------------|-----------------------|-----------------------|-------|
| Group | Line | Delegated Authority | Fiscal Limit - City contribution | Term Limit | DCM Able to Delegate? | Lowest Possible Delegation | Legal Review Required? | Risk Management Review Required? | Authority to Approve? | Authority to Execute? | Notes |
| 1 | - | Approvals or permits with governmental regulatory bodies | - | - | - | - | - | - | - | - | - |
| 1 | 1 | Regulatory applications, amendments and reporting to Federal or Provincial Governments | N/A | N/A | Yes | Director | No | No | Yes | Yes | - |
| 2 | - | Approvals or permits with non-governmental regulatory bodies | - | - | - | - | - | - | - | - | - |
| 2 | 1 | Upper Thames River Conservation Authority applications, amendments and reporting | N/A | N/A | Yes | Director | No | No | Yes | Yes | - |
| 3 | - | Approvals, permits and agreements with non-regulatory bodies | - | - | - | - | - | - | - | - | - |
| 3 | 1 | Construction and maintenance agreements/permits for work in Rail corridors | N/A | 10 years | Yes | Director | No | Yes | Yes | Yes | - |
| 3 | 2 | Construction and maintenance agreements/permits for work in Hydro corridors | N/A | 10 years | Yes | Director | No | Yes | Yes | Yes | - |
| 3 | 3 | Construction and maintenance agreements/permits for work in Natural Gas corridors | N/A | 10 years | Yes | Director | No | Yes | Yes | Yes | - |
| 3 | 4 | Cost-sharing agreements with utilities | \$6M | N/A | No | - | Yes | Yes | Yes | No | 1 |
| 3 | 5 | Incentive agreements with utilities | \$6M | N/A | Yes | Director | Yes | Yes | Yes | No | 1 |
| 3 | 6 | Connection or generation agreements with utilities | \$6M | 20 years | No | - | Yes | Yes | Yes | Yes | 1 |
| 3 | 7 | Utility relocation agreements | N/A | N/A | Yes | Director | No | Yes | Yes | Yes | - |
| 3 | 8 | Alternative Locate Agreements | N/A | 5 years | Yes | Director | Yes | Yes | Yes | Yes | - |
| 4 | - | Research and Community Partnerships | - | - | - | - | - | - | - | - | - |
| 4 | 1 | Site access agreements for research or pilot testing in City owned facilities. | N/A | 5 years | Yes | Director | Yes | Yes | Yes | Yes | 2 |
| 4 | 2 | Data access and sharing agreements with other organizations | N/A | 5 years | Yes | Director | Yes | No | Yes | Yes | - |
| 5 | - | Other Agreements | - | - | - | - | - | - | - | - | - |
| 5 | 1 | Confidentiality agreements | N/A | 10 years | No | - | Yes | No | Yes | Yes | - |
| 5 | 2 | Site access agreements on private property | N/A | N/A | Yes | Director | Yes | Yes | Yes | Yes | - |
| Note 1 | Authority to execute is only granted for projects utilizing existing, Council-approved budgets. | | | | | | | | | | |
| Note 2 | Includes alterations to existing infrastructure. | | | | | | | | | | |

Bill No. 216
2023

By-law No. A.- _____ - ____

A by-law to repeal By-Law No. CPOL.-16-212, as amended, being “Athletic Travel Grants”, as the funds for this initiative were eliminated in 2022.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-16-212, as amended, being “Athletic Travel Grants”, as the funds for this initiative were eliminated in 2022;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-16-212, as amended, being “Athletic Travel Grants” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 217
2023

By-law No. A.- ____ - ____

A by-law to repeal By-Law No. CPOL.-369-375, as amended, being “City of London Race Relations Anti-Racism Policy”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-369-375, as amended, being “City of London Race Relations Anti-Racism Policy”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-369-375, as amended, being “City of London Race Relations Anti-Racism Policy” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 218
2023

By-law No. A.- ____ - ____

A by-law to repeal By-Law No. CPOL.-119-371, as amended, being “Diversity and Inclusion Policy for the City of London”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-119-371, as amended, being “Diversity and Inclusion Policy for the City of London”, as the Policy has been replaced by the new policy “Anti-Racism and Anti-Oppression Policy”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-119-371, as amended, being “Diversity and Inclusion Policy for the City of London” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 219
2023

By-law No. A.- _____ - ____

A by-law to repeal By-Law No. CPOL.-78-310, being “Enforcement of City Personnel”, as the Policy has been replaced by the new policy “Municipal Compliance Services”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-78-310, being “Enforcement of City Personnel”, as the Policy has been replaced by the new policy “Municipal Compliance Services”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-78-310, being “Enforcement of City Personnel” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 220
2023

By-law No. A.- _____ - ____

A by-law to repeal By-Law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 221
2023

By-law No. A.- _____ - ____

A by-law to repeal By-Law No. CPOL.-141-393, as amended, being “Inclusion in Recreation Facilities, Parks and Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-141-393, as amended, being “Inclusion in Recreation Facilities, Parks and Services”, as the Policy has been replaced by the new Anti-Racism and Anti-Oppression Framework;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-141-393, as amended, being “Inclusion in Recreation Facilities, Parks and Services” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 222
2023

By-law No. A.- ____ - __

A by-law to repeal By-Law No. CPOL.-109-361, as amended, being “Landing of Helicopters Policy”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-109-361, as amended, being “Landing of Helicopters Policy”, as the Municipal Council has determined that this Council Policy is no longer required as it has been replaced with an Administrative Procedure;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-109-361, as amended, being “Landing of Helicopters Policy”, is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 223
2023

By-law No. A.- _____ - ____

A by-law to repeal By-Law No. CPOL.-186-438 and subsequent amendments, being “Protocol for Unapproved Aboriginal Burial Sites”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-186-438 and subsequent amendments, being “Protocol for Unapproved Aboriginal Burial Sites”, as the Municipal Council has determined that this Council Policy is no longer required and Council will review and consult in such cases;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-186-438 and subsequent amendments, being “Protocol for Unapproved Aboriginal Burial Sites” is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 224
2023

By-law No. A.- _____ - __

A by-law to repeal By-Law No. CPOL.-382-26,
being "Siting of Cannabis Retail Stores in
London".

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-382-26, being "Siting of Cannabis Retail Stores in London", as the Municipal Council has determined that this Council Policy is no longer required as it is redundant with provincial regulations;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-382-26, being "Siting of Cannabis Retail Stores in London", is hereby repealed.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 225
2023

By-law No.

A by-law to ratify and confirm the Resolutions
of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the
Business Corporations Act R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act*
provides that a resolution in writing dealing with all matters required by this Act to be
dealt with at a meeting of shareholders, and signed by all the shareholders or their
attorney authorized in writing entitled to vote at the meeting, satisfies all the
requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole
shareholder of London Hydro Inc.;

AND WHEREAS Subsection 9 of the *Municipal Act, 2001* provides that a
municipality has the capacity, rights, powers and privileges of a natural person for the
purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that
a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City
of London enacts as follows:

1. The Resolutions of the Shareholder of London Hydro Inc., attached as
Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual
Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force and effect on the day it is passed subject to
the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

SCHEDULE "1"

LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2023 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|---------------------|--------------------------------|--|
| First | Tim Watson | the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024 |
| First | Cedric Gomes | the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024 |

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|---------------------|--------------------------------|--|
| Second | Connie Graham | the close of the annual meeting of shareholders to be held in 2026 for the financial year ending December 31, 2025 |

| <u>Class</u> | <u>Name of Director</u> | <u>Term</u> |
|--------------|-------------------------|---|
| Second | Guy Holburn | The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025 |
| Third | Andrew Hrymak | the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023 |
| Third | Tania Goodine | the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023. |
| Fourth | Corrine Rahman | the term ending November 14, 2026 |

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2023.

The Corporation of the City of London

By: _____
Name: Josh Morgan
Title: Mayor

By: _____
Name: Michael Schulthess
Title: City Clerk

Bill No. 226
2023

By-law No.

A by-law to amend By-law No. A.-6873-292, as amended, entitled "A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Argyle Business Improvement Area".

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act, 2001*") provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 238(3.1) of the *Municipal Act, 2001* provides for electronic participation in a meeting of a local board;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 1.1 of By-law A.-6878-292 is amended by:

(a) inserting a definition for the word "majority" after the definition for "Council" as follows:

"**majority**" means (for the purposes of determining quorum at any meeting of the Board of Management) more than half of the directors;

(b) inserting a definition for the word "quorum" after the definition for "Member" as follows:

"**quorum**" means the minimum number of directors that is required to be present at a given meeting in order for the meeting to proceed.

2. Subsection 5.4 of by-law A.-6873-292 is deleted and replaced with the following new section 5.4:

5.4 A majority of the directors of the Board of Management is necessary to form a quorum.

3. Subsection 5.9(1) of by-law A.-6873-292 is deleted and replaced with the following new subsection 5.9(1):

(1) The Board of Management shall hold at least nine (9) meetings during each fiscal year, and the interval between meetings shall not exceed ninety (90) days.

4. By-law A.-6873-292 is amended by adding the following new section 5.16 after section 5.15:

Electronic Participation

5.16 (1) For the purposes of this section,

"**Declared Emergency**" shall mean a declaration under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* or an order under section 22 or 77.1 of the *Health Protection and Promotion Act*.

"**Electronic Participation**" shall mean the participation of a director or a Member remotely, via telephone or other electronic means.

Meeting – Electronic Participation and Meeting Attendance

(2) A Board of Management meeting (including a meeting of the Members) may include electronic participation of directors or Members. The following shall apply to such meetings:

1. The following persons shall be physically present in the meeting room of the Board of Management:
 - (a) the Chair of the Board of Management;
 - (b) at least one additional member of the Board of Management;
 - (c) the secretary of the Board of Management.

The Board or the secretary of the Board may refuse to provide a director or Member with electronic means of participation in a meeting, where to do so is necessary to ensure compliance with this paragraph.

2. The meeting room of the Board of Management shall be open to permit physical attendance by members of the public at every meeting of the Board (unless the meeting may be closed to the public pursuant to subsections 239(2), (3), or (3.1) of the *Municipal Act, 2001*).
3. A director or Member who is participating electronically in an open meeting or a closed meeting shall have the same rights and responsibilities as if they were in physical attendance, and they shall be counted for the purposes of determining quorum.
4. A director or Member wishing to participate electronically shall endeavor to provide the secretary with at least 24 hours' advance notice.
5. The administration of electronic participation shall be at the discretion of the secretary, recognizing that technology and requirements will vary from time-to-time. The secretary's discretion shall include the means by which directors or Members can vote.
6. Meeting records shall reflect which directors and Members attended electronically and which directors and Members attended physically.
7. Members of the public shall be allowed to observe meetings electronically, if such meeting is not a closed meeting under subsection 239(2) of the *Municipal Act, 2001*.
8. The Board shall establish appropriate processes to ensure the security and confidentiality of proceedings that are closed to the public.

Meeting – Declared Emergency

(3) Despite the requirement for physical presence at a meeting in subsection (2), any meeting shall allow for Electronic Participation by directors or Members, if the meeting room of the Board is closed pursuant to a Declared Emergency.

Public Attendance – Declared Emergency

(4) The physical meeting location may be restricted from public attendance for a meeting during a Declared Emergency, when it has been deemed in the public interest to do so. Meetings will continue to be provided to the public using electronic means, where it is possible to do so.

5. Section 6.5 of by-law A.-6873-292 is deleted and replaced with the following new section 6.5:

6.5 The Board of Management shall prepare and submit to the City:

- (a) draft annual financial statements for the preceding year, by March 31st; and
- (b) the annual report (including audited financial statements) for the preceding year, by May 15th (noting that the annual report will then be submitted to Council as part of the City's Financial Statements).

6. Section 8.2 of by-law A.-6873-292 is deleted and replaced with the following new section 8.2:

8.2 Notice for all Members' meetings shall be sent to each Member not less than ten (10) calendar days prior to the meeting:

- (a) by mail, to the address last provided by the Member to the Board of Management secretary or, where no address is provided, to the property address of the owner(s) indicated on the last municipal assessment roll; or
- (b) by personal delivery to the Member; or
- (c) electronically if the Member has provided the Board of Management secretary with an electronic means of contacting the Member for the purpose of notification.

7. Section 8.6 of by-law A.-6873-292 is deleted and replaced with the following new section 8.6:

8.6 A majority of the directors of the Board of Management is necessary to form a quorum at a meeting of the Members.

8. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading - July 25, 2023
Second reading - July 25, 2023
Third reading - July 25, 2023

Bill No. 227
2023

By-law No. CP-2-23_____

A by-law to amend By-law CP-2, as amended, being “A by-law to provide for the Improvement Area to be known as the London Downtown Business Association Improvement Area and to establish a Board of Management therefor.”

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 238(3.1) of the *Municipal Act, 2001* provides for electronic participation in a meeting of a local board;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 1.1 of By-law CP-2 is amended by:
 - (a) Inserting a definition of the word “majority” after the definition for “Council” as follows:

“**majority**” means (for the purposes of determining quorum at any meeting of the Board of Management more than half of the directors;

- (b) Inserting a definition for the word “quorum” after the definition for “Member” as follows:

“**quorum**” means the minimum number of directors that is required to be present at a given meeting in order for the meeting to proceed.

2. Subsection 5.4 of by-law CP-2 is deleted and replaced with the following new section 5.4:

5.4 A majority of the directors of the Board of Management is necessary to form a quorum.

3. Subsection 5.9(1) of by-law CP-2 is deleted and replaced with the following new subsection 5.9(1):

(1) The Board of Management shall hold at least nine (9) meetings during each fiscal year, and the interval between meetings shall not exceed ninety (90) days.

4. By-law CP-2 is amended by adding the following new section 5.16 after section 5.15:

Electronic Participation

5.16 (1) For the purposes of this section,

“**Declared Emergency**” shall mean a declaration under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* or an order under section 22 or 77.1 of the *Health Protection and Promotion Act*.

“**Electronic Participation**” shall mean the participation of a director or a Member remotely, via telephone or other electronic means.

Meeting – Electronic Participation and Meeting Attendance

(2) A Board of Management meeting (including a meeting of the Members) may include electronic participation of directors or Members. The following shall apply to such meetings:

1. The following persons shall be physically present in the meeting room of the Board of Management:
 - (a) the Chair of the Board of Management;
 - (b) at least one additional member of the Board of Management;
 - (c) the secretary of the Board of Management.

The Board or the secretary of the Board may refuse to provide a director or Member with electronic means of participation in a meeting, where to do so is necessary to ensure compliance with this paragraph.

2. The meeting room of the Board of Management shall be open to permit physical attendance by members of the public at every meeting of the Board (unless the meeting may be closed to the public pursuant to subsections 239(2), (3), or (3.1) of the *Municipal Act, 2001*).
3. A director or Member who is participating electronically in an open meeting or a closed meeting shall have the same rights and responsibilities as if they were in physical attendance, and they shall be counted for the purposes of determining quorum.
4. A director or Member wishing to participate electronically shall endeavor to provide the secretary with at least 24 hours' advance notice.
5. The administration of electronic participation shall be at the discretion of the secretary, recognizing that technology and requirements will vary from time-to-time. The secretary's discretion shall include the means by which directors or Members can vote.
6. Meeting records shall reflect which directors and Members attended electronically and which directors and Members attended physically.
7. Members of the public shall be allowed to observe meetings electronically, if such meeting is not a closed meeting under subsection 239(2) of the *Municipal Act, 2001*.
8. The Board shall establish appropriate processes to ensure the security and confidentiality of proceedings that are closed to the public.

Meeting – Declared Emergency

(3) Despite the requirement for physical presence at a meeting in subsection (2), any meeting shall allow for Electronic Participation by directors or Members, if the meeting room of the Board is closed pursuant to a Declared Emergency.

Public Attendance – Declared Emergency

(4) The physical meeting location may be restricted from public attendance for a meeting during a Declared Emergency, when it has been deemed in the public interest to do so. Meetings will continue to be provided to the public using electronic means, where it is possible to do so.

5. Section 6.5 of By-law CP-2 is deleted and replaced with the following new section 6.5:

- 6.5 The Board of Management shall prepare and submit to the City:

- (a) draft annual financial statements for the preceding year, by March 31st; and
- (b) the annual report (including audited financial statements) for the preceding year, by May 15th (noting that the annual report will then be submitted to Council as part of the City's Financial Statements).

6. Section 8.2 of by-law CP-2 is deleted and replaced with the following new section 8.2:

- 8.2 Notice for all Members' meetings shall be sent to each Member not less than ten (10) calendar days prior to the meeting:
- (a) by mail, to the address last provided by the Member to the Board of Management secretary or, where no address is provided, to the property address of the owner(s) indicated on the last municipal assessment roll; or
 - (b) by personal delivery to the Member; or
 - (c) electronically if the Member has provided the Board of Management secretary with an electronic means of contacting the Member for the purpose of notification.

7. Section 8.6 of by-law CP-2 is deleted and replaced with the following new section 8.6:

- 8.6 A majority of the directors of the Board of Management is necessary to form a quorum at a meeting of the Members.

8. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – July 25, 2023
Second reading – July 25, 2023
Third reading – July 25, 2023

Bill No. 228
2023

By-law No. C.P.-1528()-_____

A by-law to amend By-law No. C.P.-1528-486, as amended, entitled "A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hamilton Road Business Improvement Area"

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act, 2001*") provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 238(3.1) of the *Municipal Act, 2001* provides for electronic participation in a meeting of a local board;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 1.1 of By-law C.P.-1528-486 is amended by:
 - (a) inserting a definition for the word "majority" after the definition for "Council" as follows:

"majority" means (for the purposes of determining quorum at any meeting of the Board of Management) more than half of the directors;
 - (b) inserting a definition for the word "quorum" after the definition for "Member" as follows:

"quorum" means the minimum number of directors that is required to be present at a given meeting in order for the meeting to proceed.
2. Section 4.1 of By-law C.P.-1528-486 is amended by deleting the phrase "six (6) to twelve (12) directors" and replacing it with the phrase "five (5) directors".
3. Subsection 5.4 of by-law C.P.-1528-486 is deleted and replaced with the following new section 5.4:

5.4 A majority of the directors of the Board of Management is necessary to form a quorum.
4. Subsection 5.9(1) of by-law C.P.-1528-486 is deleted and replaced with the following new subsection 5.9(1):
 - (1) The Board of Management shall hold at least nine (9) meetings during each fiscal year, and the interval between meetings shall not exceed ninety (90) days.
5. By-law C.P.-1528-486 is amended by adding the following new section 5.16 after section 5.15:

Electronic Participation

5.16 (1) For the purposes of this section,

"Declared Emergency" shall mean a declaration under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* or an order under section 22 or 77.1 of the *Health Protection and Promotion Act*.

“Electronic Participation” shall mean the participation of a director or a Member remotely, via telephone or other electronic means.

Meeting – Electronic Participation and Meeting Attendance

(2) A Board of Management meeting (including a meeting of the Members) may include electronic participation of directors or Members. The following shall apply to such meetings:

1. The following persons shall be physically present in the meeting room of the Board of Management:
 - (a) the Chair of the Board of Management;
 - (b) at least one additional member of the Board of Management;
 - (c) the secretary of the Board of Management.

The Board or the secretary of the Board may refuse to provide a director or Member with electronic means of participation in a meeting, where to do so is necessary to ensure compliance with this paragraph.

2. The meeting room of the Board of Management shall be open to permit physical attendance by members of the public at every meeting of the Board (unless the meeting may be closed to the public pursuant to subsections 239(2), (3), or (3.1) of the *Municipal Act, 2001*).
3. A director or Member who is participating electronically in an open meeting or a closed meeting shall have the same rights and responsibilities as if they were in physical attendance, and they shall be counted for the purposes of determining quorum.
4. A director or Member wishing to participate electronically shall endeavor to provide the secretary with at least 24 hours' advance notice.
5. The administration of electronic participation shall be at the discretion of the secretary, recognizing that technology and requirements will vary from time-to-time. The secretary's discretion shall include the means by which directors or Members can vote.
6. Meeting records shall reflect which directors and Members attended electronically and which directors and Members attended physically.
7. Members of the public shall be allowed to observe meetings electronically, if such meeting is not a closed meeting under subsection 239(2) of the *Municipal Act, 2001*.
8. The Board shall establish appropriate processes to ensure the security and confidentiality of proceedings that are closed to the public.

Meeting - Declared Emergency

(3) Despite the requirement for physical presence at a meeting in subsection (2), any meeting shall allow for Electronic Participation by directors or Members, if the meeting room of the Board is closed pursuant to a Declared Emergency.

Public Attendance – Declared Emergency

(4) The physical meeting location may be restricted from public attendance for a meeting during a Declared Emergency, when it has been deemed in the public interest to do so. Meetings will continue to be provided to the public using electronic means, where it is possible to do so.

6. Section 6.5 of by-law C.P.-1528-486 is deleted and replaced with the following new section 6.5:

6.5 The Board of Management shall prepare and submit to the City:

- (a) draft annual financial statements for the preceding year, by March 31st; and
- (b) the annual report (including audited financial statements) for the preceding year, by May 15th (noting that the annual report will then be submitted to Council as part of the City's Financial Statements).

7. Section 8.2 of by-law C.P.-1528-486 is deleted and replaced with the following new section 8.2:

8.2 Notice for all Members' meetings shall be sent to each Member not less than ten (10) calendar days prior to the meeting:

- (a) by mail, to the address last provided by the Member to the Board of Management secretary or, where no address is provided, to the property address of the owner(s) indicated on the last municipal assessment roll; or
- (b) by personal delivery to the Member; or
- (c) electronically if the Member has provided the Board of Management secretary with an electronic means of contacting the Member for the purpose of notification.

8. Section 8.6 of by-law C.P.-1528-486 is deleted and replaced with the following new section 8.6:

8.6 A majority of the directors of the Board of Management is necessary to form a quorum at a meeting of the Members.

9. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – July 25, 2023
Second reading – July 25, 2023
Third reading – July 25, 2023

Bill No. 229
2023

By-law No. C.P.-1519()-__

A by-law to amend By-law No. C.P.-1519-490, as amended, entitled "A by-law to designate an area as an improvement area and to establish the board of management for the purpose of managing the Hyde Park Business Improvement Area"

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended ("*Municipal Act, 2001*") provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 238(3.1) of the *Municipal Act, 2001* provides for electronic participation in a meeting of a local board;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 1.1 of By-law C.P.-1519-490 is amended by:

(a) inserting a definition for the word "majority" after the definition for "Council" as follows:

"**majority**" means (for the purposes of determining quorum at any meeting of the Board of Management) more than half of the directors;

(b) inserting a definition for the word "quorum" after the definition for "Member" as follows:

"**quorum**" means the minimum number of directors that is required to be present at a given meeting in order for the meeting to proceed.

2. Subsection 5.4 of by-law C.P.-1519-490 is deleted and replaced with the following new section 5.4:

5.4 A majority of the directors of the Board of Management is necessary to form a quorum.

3. Subsection 5.9(1) of by-law C.P.-1519-490 is deleted and replaced with the following new subsection 5.9(1):

(1) The Board of Management shall hold at least nine (9) meetings during each fiscal year, and the interval between meetings shall not exceed ninety (90) days.

4. By-law C.P.-1519-490 is amended by adding the following new section 5.16 after section 5.15:

Electronic Participation

5.16 (1) For the purposes of this section,

"**Declared Emergency**" shall mean a declaration under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act*, or an order under section 22 or 77.1 of the *Health Protection and Promotion Act*.

"**Electronic Participation**" shall mean the participation of a director or a Member remotely, via telephone or other electronic means.

Meeting – Electronic Participation and Meeting Attendance

(2) A Board of Management meeting (including a meeting of the Members) may include electronic participation of directors or Members. The following shall apply to such meetings:

1. The following persons shall be physically present in the meeting room of the Board of Management:
 - (a) the Chair of the Board of Management;
 - (b) at least one additional member of the Board of Management;
 - (c) the secretary of the Board of Management.

The Board or the secretary of the Board may refuse to provide a director or Member with electronic means of participation in a meeting, where to do so is necessary to ensure compliance with this paragraph.

2. The meeting room of the Board of Management shall be open to permit physical attendance by members of the public at every meeting of the Board (unless the meeting may be closed to the public pursuant to subsections 239(2), (3), or (3.1) of the *Municipal Act, 2001*).
3. A director or Member who is participating electronically in an open meeting or a closed meeting shall have the same rights and responsibilities as if they were in physical attendance, and they shall be counted for the purposes of determining quorum.
4. A director or Member wishing to participate electronically shall endeavor to provide the secretary with at least 24 hours' advance notice.
5. The administration of electronic participation shall be at the discretion of the secretary, recognizing that technology and requirements will vary from time-to-time. The secretary's discretion shall include the means by which directors or Members can vote.
6. Meeting records shall reflect which directors and Members attended electronically and which directors and Members attended physically.
7. Members of the public shall be allowed to observe meetings electronically, if such meeting is not a closed meeting under subsection 239(2) of the *Municipal Act, 2001*.
8. The Board shall establish appropriate processes to ensure the security and confidentiality of proceedings that are closed to the public.

Meeting – Declared Emergency

(3) Despite the requirement for physical presence at a meeting in subsection (2), any meeting shall allow for Electronic Participation by directors or Members, if the meeting room of the Board is closed pursuant to a Declared Emergency.

Public Attendance – Declared Emergency

(4) The physical meeting location may be restricted from public attendance for a meeting during a Declared Emergency, when it has been deemed in the public interest to do so. Meetings will continue to be provided to the public using electronic means, where it is possible to do so.

5. Section 6.5 of by-law C.P.-1519-490 is deleted and replaced with the following new section 6.5:

6.5 The Board of Management shall prepare and submit to the City:

- (a) draft annual financial statements for the preceding year, by March 31st; and
- (b) the annual report (including audited financial statements) for the preceding year, by May 15th (noting that the annual report will then be submitted to Council as part of the City's Financial Statements).

6. Section 8.2 of by-law C.P.-1519-490 is deleted and replaced with the following new section 8.2:

8.2 Notice for all Members' meetings shall be sent to each Member not less than ten (10) calendar days prior to the meeting:

- (a) by mail, to the address last provided by the Member to the Board of Management secretary or, where no address is provided, to the property address of the owner(s) indicated on the last municipal assessment roll; or
- (b) by personal delivery to the Member; or
- (c) electronically if the Member has provided the Board of Management secretary with an electronic means of contacting the Member for the purpose of notification.

7. Section 8.6 of by-law C.P.-1519-490 is deleted and replaced with the following new section 8.6:

8.6 A majority of the directors of the Board of Management is necessary to form a quorum at a meeting of the Members.

8. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading – July 25, 2023
Second reading – July 25, 2023
Third reading – July 25, 2023

Bill No. 230
2023

By-law No. CP-1-23_____

A by-law to amend By-law No. CP-1, as amended, entitled “A by-law to provide for the Improvement Area to be known as The Old East Village Business Improvement Area and to Establish a Board of Management”

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (“*Municipal Act, 2001*”) provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 238(3.1) of the *Municipal Act, 2001* provides for electronic participation in a meeting of a local board;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 1.1 of By-law CP-1 is amended by:
 - (a) inserting a definition for the word “majority” after the definition for “Council” as follows:

“**majority**” means (for the purposes of determining quorum at any meeting of the Board of Management) more than half of the directors;
 - (b) inserting a definition for the word “quorum” after the definition for “Member” as follows:

“**quorum**” means the minimum number of directors that is required to be present at a given meeting in order for the meeting to proceed.
2. Subsection 5.4 of by-law CP-1 is deleted and replaced with the following new section 5.4:

5.4 A majority of the directors of the Board of Management is necessary to form a quorum.
3. Subsection 5.9(1) of by-law CP-1 is deleted and replaced with the following new subsection 5.9(1):
 - (1) The Board of Management shall hold at least nine (9) meetings during each fiscal year, and the interval between meetings shall not exceed ninety (90) days.
4. By-law CP-1 is amended by adding the following new section 5.16 after section 5.15:

Electronic Participation

5.16 (1) For the purposes of this section,

“**Declared Emergency**” shall mean a declaration under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act* or an order under section 22 or 77.1 of the *Health Protection and Promotion Act*.

“**Electronic Participation**” shall mean the participation of a director or a Member remotely, via telephone or other electronic means.

Meeting – Electronic Participation and Meeting Attendance

(2) A Board of Management meeting (including a meeting of the Members) may include electronic participation of directors or Members. The following shall apply to such meetings:

1. The following persons shall be physically present in the meeting room of the Board of Management:
 - (a) the Chair of the Board of Management;
 - (b) at least one additional member of the Board of Management;
 - (c) the secretary of the Board of Management.

The Board or the secretary of the Board may refuse to provide a director or Member with electronic means of participation in a meeting, where to do so is necessary to ensure compliance with this paragraph.

2. The meeting room of the Board of Management shall be open to permit physical attendance by members of the public at every meeting of the Board (unless the meeting may be closed to the public pursuant to subsections 239(2), (3), or (3.1) of the *Municipal Act, 2001*).
3. A director or Member who is participating electronically in an open meeting or a closed meeting shall have the same rights and responsibilities as if they were in physical attendance, and they shall be counted for the purposes of determining quorum.
4. A director or Member wishing to participate electronically shall endeavor to provide the secretary with at least 24 hours' advance notice.
5. The administration of electronic participation shall be at the discretion of the secretary, recognizing that technology and requirements will vary from time-to-time. The secretary's discretion shall include the means by which directors or Members can vote.
6. Meeting records shall reflect which directors and Members attended electronically and which directors and Members attended physically.
7. Members of the public shall be allowed to observe meetings electronically, if such meeting is not a closed meeting under subsection 239(2) of the *Municipal Act, 2001*.
8. The Board shall establish appropriate processes to ensure the security and confidentiality of proceedings that are closed to the public.

Meeting – Declared Emergency

(3) Despite the requirement for physical presence at a meeting in subsection (2), any meeting shall allow for Electronic Participation by directors or Members, if the meeting room of the Board is closed pursuant to a Declared Emergency.

Public Attendance – Declared Emergency

(4) The physical meeting location may be restricted from public attendance for a meeting during a Declared Emergency, when it has been deemed in the public interest to do so. Meetings will continue to be provided to the public using electronic means, where it is possible to do so.

5. Section 6.5 of by-law CP-1 is deleted and replaced with the following new section 6.5:

- 6.5 The Board of Management shall prepare and submit to the City:
 - (a) draft annual financial statements for the preceding year, by March 31st; and

- (b) the annual report (including audited financial statements) for the preceding year, by May 15th (noting that the annual report will then be submitted to Council as part of the City's Financial Statements).

6. Section 8.2 of by-law CP-1 is deleted and replaced with the following new section 8.2:

8.2 Notice for all Members' meetings shall be sent to each Member not less than ten (10) calendar days prior to the meeting:

- (a) by mail, to the address last provided by the Member to the Board of Management secretary or, where no address is provided, to the property address of the owner(s) indicated on the last municipal assessment roll; or
- (b) by personal delivery to the Member; or
- (c) electronically if the Member has provided the Board of Management secretary with an electronic means of contacting the Member for the purpose of notification.

7. Section 8.6 of by-law CP-1 is deleted and replaced with the following new section 8.6:

8.6 A majority of the directors of the Board of Management is necessary to form a quorum at a meeting of the Members.

8. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on July 25, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading July 25, 2023
Second reading – July 25, 2023
Third reading – July 25, 2023

Bill No. 231
2023

By-law No. C.P.-____-____

A by-law to exempt from Part-Lot Control, lands located at 1525 Chickadee Trail, described as part of Block 70 Registered Plan 33M-814, and more particularly described as Parts 1 to 12, inclusive, on Plan 33R-21649, in the City of London, County of Middlesex.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Jaime Crncich (2555212 Ontario Ltd. o/a Magnus Homes), it is expedient to exempt lands located at 1525 Chickadee Trail, described as part of Block 70 Registered Plan 33M-814, and more particularly described as Parts 1 to 12, inclusive, on Plan 33R-21649, from Part Lot Control;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Part of Block 70 Registered Plan 33M-814, more particularly described as Parts 1 to 12, inclusive, on Plan 33R-21649, are hereby exempted from Part Lot Control pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being pointed out that these lands are zoned to permit street townhouse dwellings in conformity with the Residential R4 Special Provision (R4-6(9)) Zone of the City of London Zoning By-law No. Z-1.
2. This By-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 232
2023

By-law No. CPOL.-_____

A by-law to enact a new Council policy entitled
“Anti-Racism and Anti-Oppression Policy”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a new Council Policy entitled “Anti-Racism and Anti-Oppression Policy”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The policy entitled “Anti-Racism and Anti-Oppression Policy”, attached hereto as Schedule “A” is hereby adopted.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Schedule “A”

Anti-Racism and Anti-Oppression Policy

Policy Name: Anti-Racism and Anti-Oppression Policy

Legislative History: Enacted **[date]** (By-law No. CPOL.-_____) to replace Diversity and Inclusion Policy for the City of London and City of London Race Relations/Anti-Racism Policy

Last Review Date: July 25, 2023

Service Area Lead: Director, Anti-Racism and Anti-Oppression

1. Policy Statement

The City of London acknowledges that systemic racism and oppression exist within our Corporation, and our community. To advance efforts related to Anti-Racism and Anti-Oppression, City Council and the Corporation have adopted an Anti-Racism and Anti-Oppression Framework & Equity Tool for use in all corporate policies, procedures, programs, projects, plans, services, and budget decisions. The Anti-Racism and Anti-Oppression division is committed to providing leadership, tools and resources that support our Council and Civic Administration at all levels and Services Areas of the Corporation to collectively take proactive steps towards addressing systemic changes.

Civic Administration will use the Equity Tool to provide information and recommendations to Council to assist them in their decision-making regarding policies, programs and services, practices, bylaws, and budgets that impact all Londoners including those not represented on Council.

2. Definitions

2.1. Corporation – refers to The Corporation of the City of London

2.2 Anti-Racism – Anti-racism is “the active process of identifying and eliminating racism by changing systems, organizational structures, policies and practices and attitudes, so that power is redistributed and shared equitably” (NAC International Perspectives, Women and Global Solidarity)

2.3 Anti-Oppression – Anti-oppression means to actively identify and eliminate systemic barriers that exclude people from all equity-deserving groups, including but not limited to racialized groups. Anti-oppression also recognizes that membership in more than one group is a reality for many.

2.4 Equity-Denied Groups – Equity Denied groups are communities of people who are excluded from fully participating in society because of systemic barriers.

2.5 Anti-Racism and Anti-Oppression Framework and Equity Tool – a corporate document, approved by Council which acts as a guide to making anti-racist and anti-oppressive change.

3. Applicability

This Policy applies to The Corporation of the City of London (“Corporation”), including its Advisory Committees, Agencies, Boards and Commissions. The Anti-Racism and Anti-Oppression Framework and Equity Tool provides structured guidelines to enable the Corporation and community to work toward the elimination of racism and oppression.

4. The Anti-Racism and Anti-Oppression Framework and Equity Tool

The Anti-Racism and Anti-Oppression Framework and Equity Tool is one strategic way to dismantle systemic racism and oppression. Through a series of questions, it prompts us to proactively examine the potential unintentional consequences of our decisions on equity-denied groups. It asks us to consider how to engage those impacted and provides a process that can create concrete strategies to address those inequities. It is also a way for us to evaluate and measure the impact we are making.

Our colonial history means that all systems, including our government, have been founded on systems of racism and oppression. As a result of this legacy, individuals hold biases which favour some groups over others. Using an Equity Tool minimizes the likelihood of continued oppressive practices and ensures we strategically identify and remove barriers to inclusion and intentionally advance equity. The Equity Tool supports our ability to demonstrate accountability towards improving equity to our staff and our community.

4.1 Who should use the Equity Tool?

Council and Councillors – City Councillors have a unique opportunity to demonstrate their commitment to eradicating systemic racism and oppression and to model this through their decision-making. By ensuring that an Equity Tool has been used by staff for City projects and recommendations to Council to guide their values and inform their decisions, we can anticipate an increased alignment between those commitments and action. By reviewing staff reports about the use of the Equity Tool, individual Councillors and Council may better consider the impact of their decisions on all Londoners including those who are not represented amongst themselves.

Civic Administration – As an organization committed to dismantling systemic racism and oppression, applying an Equity Tool is a way to document a tangible process and demonstrate improved outcomes. It will ensure that we remain responsible to and accountable for demonstrating a commitment to making sustainable changes towards equity and inclusion. Staff and people leaders will be expected to use the Equity Tool if they are responsible for developing, implementing, revising, or evaluating City of London policies, procedures, practices, programs, services, and events. The responsibility to apply an Equity Tool extends to volunteers, consultants, and external vendors.

4.2 Where can I find the Anti-Racism and Anti-Oppression Framework and Equity Tool?

The Anti-Racism and Anti-Oppression Framework and Equity Tool is updated regularly. The most up to date version can be located on our [City of London website](#) or by emailing arao@london.ca to request a copy.

4.3 Training and Implementation of the Anti-Racism and Anti-Oppression Framework & Equity Tool

The Anti-Racism and Anti-Oppression division is committed to providing leadership, tools, and resources that support our Council and Civic Administration at all levels and Service Areas of the Corporation to collectively take proactive steps towards addressing systemic changes.

To ensure a common understanding of Anti-Racism and Anti-Oppression, the following training modules have been developed for all staff.

ARAO Foundations Training

- Part I: Systemic Racism
- Part II: Systemic Oppression
- Part III: Individual Racism and Oppression
- Part IV: Anti-Racism and Anti-Oppression in Action
- Part V: Service Area Integration
- Part IV: Equity Tool Training

Equity Tool training will be given to those staff who will be applying the tool directly to City of London policies, procedures, practices, programs, services, and events.

Bill No. 233
2023

By-law No. CPOL.-_____

A by-law to enact a new Council policy entitled
“Municipal Compliance Services”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to enact a new Council Policy entitled “Municipal Compliance Services”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The policy entitled “Municipal Compliance Services”, attached hereto as Schedule “A” is hereby adopted.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Schedule “A”

Municipal Compliance Services

Policy Name: Municipal Compliance Services

Legislative History: Enacted July 25, 2023 (By-law No. CPOL.-_____) to replace Enforcement of City Personnel

Last Review Date: July 25, 2023

Service Area Lead: Manager, Community Compliance and Animal Services

1. Policy Statement

A policy to establish the goals, objectives, and expectations for Municipal Compliance Services

2. Definitions

None

3. Applicability

The policy applies City-wide, to all by-laws that have been delegated for enforcement to the Director, Municipal Compliance, or their designate.

4. The Policy

- 4.1 The goal of Municipal Compliance Services is to achieve compliance with Municipal By-laws and applicable Provincial legislation. This shall be achieved by employing the most efficient and effective means, independent of political or other external influences.
- 4.2 The actions of Municipal Compliance Staff are determined by the availability of personnel and budgeted funds, the complexity of the anticipated enforcement, the period of time in which enforcement is to be carried out, and the degree of compliance likely to be achieved.
- 4.3 Investigations of alleged or potential infractions may be initiated:
- a) in response to public concerns or complaints;
 - b) through referrals from partner agencies including but not limited to:
 - i. London Police Service;
 - ii. London Fire Department;
 - iii. Alcohol & Gaming Commission of Ontario;
 - c) Middlesex London Health Unit.
 - d) by Officers through active enforcement (i.e. observations made in the course of duty);
 - e) through identified and/or focused community enforcement actions;
 - f) as the Director, Municipal Compliance deems appropriate or necessary.
- 4.4 The Director, Municipal Compliance, or their designate, reserves the right not to respond to:
- a) anonymous complaints;
 - b) complaints about multiple addresses from the same complainant; and
 - c) complaints which are trivial, frivolous, vexatious, or made in bad faith.
- 4.5 Complaints forwarded by a Councillor on behalf of a constituent will be accepted, provided the constituent’s name and contact information is also provided. The Director, Municipal Compliance, or their designate, may accept complaints without full complainant contact information if there are perceived unsafe conditions, or if the complainant fears possible reprisal related to the submission of a complaint.

- 4.6 The identity of a complainant is protected under the Municipal Freedom of Information and Protection of Privacy Act.
- 4.7 For the purposes of independent investigations and fairness, the status of complaints will not be publicly released. This includes information regarding an investigation or actions any taken, recognizing that some actions may involve the posting of orders or notices on a property visible to the public.
- 4.8 Where inspection fees are invoiced to property owners, such fees shall be calculated on an hourly basis per Officer attendance.
- 4.9 Where potential health and safety risks are identified, Municipal Law Enforcement Officers (MLEOs) may be directed to attend inspections in pairs and follow enhanced health and safety protocols.
- 4.10 Investigations of complaints will typically be conducted by Municipal Law Enforcement Officers, however it may be necessary to include staff from other divisions, partner agencies, agents, or contractors, depending on the nature of the investigation and/or subsequent action(s).
- 4.11 Voluntary compliance with any municipal by-law is the initial and preferred focus of compliance staff. However, health, safety, or liability concerns, and/or recurring violations may necessitate more immediate and escalated enforcement actions.
- 4.12 Priority of response will be given to complaints that pose potential public health or safety risks including but not limited to unsecured pools, unsafe buildings, and Vital Services.
- 4.13 Depending on the type of alleged or confirmed violation being investigated and/or acted on, a Municipal Law Enforcement Officer may take compliance actions based on their evaluation of the situation and discretion including, but not limited to:
 - a) Verbal warnings,
 - b) Notice(s) of Violation(s);
 - c) Administrative Monetary Penalties;
 - d) Orders or Work Orders;
 - e) Inspection fees;
 - f) Remedial Work, including work by 3rd parties;
 - g) Commencing a proceeding under Parts I, II, or III of the Provincial Offences Act;
 - h) Referral to the City Solicitor for applicable relief by way of action, or application, in the Superior Court of Justice.

Bill No. 234
2023

By-law No. CPOL.-38()-_____

A by-law to amend By-law CPOL.-38-234, as amended, being “London Community Grants Policy”, by deleting and replacing Schedule “A”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law CPOL.-38-234, as amended, being “London Community Grants Policy”, by deleting and replacing Schedule “A”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-38-234, as amended, being “London Community Grants Policy”, as amended, is hereby amended by deleting Schedule “A” to the By-law in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Schedule A

City of London Community Grants Policy

Policy Name: City of London Community Grants Policy

Legislative History: Enacted June 13, 2017 (By-law No. CPOL.-38-234); Amended June 26, 2018 (By-law No. CPOL.-283-274); Amended April 23, 2019 (By-law No. CPOL.-390-124); Amended February 2, 2021 (By-law No. CPOL.-402-35); Amended August 10, 2021 (By-law No. CPOL.-38(a)-236); Amended July 25, 2023 (By-law No. CPOL.-38(_____))

Last Review Date: July 25, 2023

Service Area Lead: Deputy City Manager, Neighbourhood and Community-Wide Services

1. Policy Statement

The objective of this Policy is to outline the criteria for the City of London Community Grants Program. Funding through this program will be aligned with the City of London's Strategic Plan and will grant funding to community organizations to advance the priorities of the Strategic Plan.

2. Definitions

- 2.1 **'Equity-denied groups'** (also called equity-deserving groups) are groups of people who have been historically disadvantaged and underrepresented in positions of power and economic influence. These groups face exclusion due to societal and systemic barriers. These groups include, but are not limited to women and girls, racialized persons, those that identify as 2SLGBTQ2+, Indigenous, and people with disabilities.
- 2.2 **"Funder"** refers to an organization that provides money for a particular purpose. This includes but is not limited to foundations and other government sources (Federal and Provincial).
- 2.3 **"Government of Canada 50/30 Challenge"** is a federal approach to increasing diversity to ensure gender parity (50% women and/or non-binary people) and significant representation of other equity-deserving groups, including those who identify as Racialized, Black, and/or or People of colour ("Visible Minorities"), People with disabilities, (including invisible and episodic disabilities), 2SLGBTQ2+ and/or gender and sexually diverse individuals, and Aboriginal and/or Indigenous Peoples, including First Nations, Metis and Inuit, as founding Peoples of Canada and underrepresented in positions of economic influence and leadership.
- 2.4 **"Grant application"** refers to the application associated with each granting category.
- 2.5 **"Grant agreement"** refers to the legal agreement that is signed after an application has been deemed successful under the City of London "the City" Community Grants Program. The Grant Agreement defines the terms and conditions under which the City of London grant will be made and cannot be altered without prior approval.
- 2.6 **"Host organization"** refers to an incorporated not-for-profit organization that may act as a sponsor to an unincorporated organization in order for the unincorporated organization to be eligible for this grant. The host organization will be issued funding associated with the funding activity and will assume financial and legal responsibility for the funded activity and adhere to associated reporting requirements to be outlined in the grant agreement.
- 2.7 **"Newly-formed not-for-profit organizations"** refers to organizations that have been incorporated for no more than three years.
- 2.8 **"Not-for-profit"** refers to an organization that:
 - Is dedicated to purposes other than pursuing a profit.
 - Is incorporated without share capital.

- May not distribute any profits to its members, directors, or officers (for more information, refer to section 89 of the Ontario Not-for-Profit Corporations Act, 2010).
 - Must use any profit exclusively for its not-for-profit purposes.
 - Includes both charitable and non-charitable organizations.
- 2.9 **“Procedural error”** in reference to the appeals process, refers to a mistake that may have been made a result of not following the process for the allocation of grants as outlined in this Policy.
- 2.10 **“Strategic Plan”** refers to the current City of London Strategic Plan.
- 2.11 **“Unincorporated grassroots group”** refers to a group of five or more individuals joined by mutual consent for a common, non-profit purpose. The group has not registered for incorporation, and is not bound to the legislative rights and responsibilities as set out in the [Ontario Not-for-Profit Corporations Act, 2010](#).

3. **Applicability: Funding Categories**

Applications for City of London Community Grants will be considered under the following categories:

3.1 **Multi-Year Grants**

Multi-Year Grants are up to four (4) year agreements with the City of London for community organizations pursuing initiatives in alignment with the City of London’s Strategic Plan.

3.2 **Annual Grants**

a) **Innovation**

Innovation grants are provided for initiatives that engage in one or more of the following:

- **New idea** – proven or promising early stage innovations that need additional support to create the capacity and conditions to be effectively sustained;
- **Collaboration** – new collaborations between two or more organizations that engage in dynamic community partnerships and innovative improvements to service delivery and system collaboration;
- **Transformation of service delivery** – creative new approaches to social innovation that engage multiple partners in creative collaboration to improve system delivery OR do things differently.

b) **Capital**

Capital grants are provided for projects involving construction or purchase of physical assets, including, but not limited to, land, building and associated renovation costs.

c) **Grassroots**

For unincorporated grassroots groups or newly incorporated not-for-profit organizations that require support for a new initiative. Grants may be allocated towards a new initiative that includes a proven or promising early-stage idea that needs additional support to create the capacity and conditions to be effectively sustained.

4. **The Policy**

4.1 **General Program Requirements: The Grant**

- a) The proposed initiative must meet the definition of the relevant funding category as outlined in Section 3 of this policy.
- b) Community need for the proposed project must clearly be demonstrated

and indicate how the applicant organization is best suited to meet this need.

- c) The proposed initiative must be available to a broad cross-section of the London community unless specifically serving an equity-denied group.
- d) All projects must conform to all relevant legal standards and requirements and should be accessible to all persons.
- e) The amount of funding allocated to the municipal granting program will be confirmed each year as part of the annual budget process.
- f) A minimum of 25% of the total funding for Multi-Year and all Annual Grants will be allocated to applications whose proposals support anti-racism, anti-oppression, diversity, equity and inclusion initiatives. Proposals may be inclusive of all equity-denied groups including but not limited to: Black, Indigenous and Muslim communities. If no applications are received that would support these initiatives, the funding may be allocated to those applications that meet the City of London Community Grants Program Policy.

4.2 Specific Program Requirements

- a) Innovation
 - i) Considering the one-year term of funding for Innovation Grants, applications must demonstrate a clear plan for how the proposed program will be funded after the term of the grant.
- b) Capital
 - i) Applications to the Capital category will be considered for the following purposes:
 - Purchase of Land and Buildings: Grants are made in this category only when the purchase is required for the immediate capital project.
 - Construction Costs: Grants in this category will be for costs associated with new facilities or renovation costs associated with increasing the program/service space available to create more programming opportunities.
 - ii) The applicant must present information that demonstrates their long-term intent to remain in the building. If funding has been received to make capital improvements to the property, the organization may be required to repay a portion of the grant back to the City in the event the property is vacated. The exact terms will be laid out in the Grant Agreement signed upon notification of the awarded grant.
 - iii) All Capital projects must be either tendered or open to competitive bidding by two or more parties.
 - iv) Rehabilitation and replacement of existing facilities will be preferred as opposed to projects involving the construction of new facilities.
 - v) Capital funding will not be granted for appliances or equipment. Funding will only be provided for construction costs for work that will be affixed to the building.
 - vi) Preference will be given to organizations that demonstrate a willingness to cooperate with the community and other organizations to share the space.
 - vii) Unincorporated organizations will not be eligible to apply for Capital funding.
 - viii) Applicant must demonstrate they have applied to relevant Federal and Provincial government funding streams that align with the capital project deliverables.

c) Grassroots

- i) Unincorporated grassroots groups and newly formed not-for-profit organizations are eligible to apply to the Grassroots Grant.
- ii) Grassroots groups that are unincorporated require partnership with a host organization.
- iii) An unincorporated grassroots group may apply for funding annually for the same initiative for up to four years or until the Multi-Year funding re-opens. Exceptions may be approved administratively for projects receiving funding for the first time in the year preceding the opening of a multi-year funding cycle, based on outcomes achieved.
- iv) The City of London may be the sole source of funding for the Grassroots Fund.
- v) For purposes of the City of London Community Grants Program, an unincorporated grassroots group is expected to have functioned in London for at least one year.

4.3 Eligibility

a) General Eligibility

- i) A City of London grant should not be considered as the sole source of funding for the organization with the exception of organizations applying through the Grassroots Fund. City of London grants are intended to be supplementary to other sources of funding. Organizations will be expected to leverage opportunities for funding from other funders and to provide information about other sources of funding, both received and applied to, to the City of London.
- ii) A grant made to an organization in any year is not to be regarded as a commitment by the City to continue the grant in future years.
- iii) In making grants, the City may impose conditions as it deems fit. Specific terms and conditions will be outlined in the Grant Agreement upon award of funding.
- iv) Project must be delivered within the City of London.
- v) Organizations are eligible to apply for both Multi-Year and Annual funding opportunities in the same funding cycle.

b) Applicant and/or Host Organization Eligibility

- i) Organizations must be located in London (this means the organization must have an office located in London, but not necessarily the head office, and that grant supported projects must take place in London) and may be asked to provide proof of address for verification with the exception of organizations located on surrounding First Nations (Chippewas of Thames First Nation, Oneida Nation of the Thames, and Munsee-Delaware Nation) provided that funded projects are delivered within the City of London.
- ii) Only registered not-for-profit organizations, with some exclusions (noted in 4.3(c) below) will be considered for a grant through the City of London Community Grants Program.
- iii) Organizations in receipt of City of London funding (including, but not limited to Purchase of Service Agreements) will not be eligible to receive additional City of London funding for the same project.
- iv) Agencies, Boards, and Commissions of the City of London are not eligible for grants through this program.

- v) Organizations seeking development and capital funding to support the creation of new community based supportive housing initiatives are not eligible.
- vi) Applicant organizations must have an active Board of Directors that is independent from senior staff of the organization.
- c) Eligibility Exclusions for Unincorporated Organizations
 - i) An unincorporated grassroots group or organization may submit an application under the Annual Innovation Grant but must officially become incorporated before any funding can be allocated to the organization.
 - ii) An unincorporated grassroots group or organization must apply to the City of London Community Grants Program (Grassroots, Multi-Year or Innovation Categories) in partnership with a Host Organization. Under these criteria, City funding will be allocated to the Host Organization in support of the funded activity, with the host organization held accountable for the terms and conditions outlined in the Grant Agreement.
 - iii) There are no eligibility exclusions for an organization's not-for-profit status under the Capital category of this program.

4.4 Financial Eligibility

- a) The organization must demonstrate strong financial responsibility and capability in carrying out the funded project.
- b) The City of London, through its grants process will not contribute to outstanding deficits.
- c) The financial state of the organization will be reviewed through the grant application process. The City of London will not fund organizations that have a structural deficit.
- d) The organization must indicate a clear financial plan and demonstrate efficient use of City funds in the project.
- e) The organization must show that it has thoroughly explored all other available sources of funding. The organization must identify the full cost of the project along with all sources and amounts of confirmed and pending revenue.
- f) The organization must demonstrate fund-raising capabilities and illustrate a future plan for the project.
- g) In conjunction with a comprehensive review of the proposed initiative, funding will be directed to organizations in greater need of financial support.
- h) The organization must indicate other City of London funding or contributions that are made to the organization (purchase of service, tax exemptions, etc.).

4.5 Community Review Panel

- a) Grant applications will be assessed by the community review panel in accordance with the program's respective guidelines.
 - i) A community review panel of up to 11 individuals will be convened to make decisions regarding the allocation of City of London Community Grants. The community review panel will be comprised of the following members:
 - Community members who are experts or knowledgeable in subject matter specific to priorities of the City of London's Strategic Plan (6-7)
 - Funder (1)
 - Outcomes measurement expert (1)

- Financial expert (1)
 - City Staff (1-2).
- b) Selection
- i) Civic Administration will seek qualified London residents to be part of the community review panel based on the composition of the Panel defined above.
 - ii) The community review panel composition will align with the Government of Canada 50/30 Challenge <https://ised-isde.canada.ca/site/ised/en/50-30-challenge-your-diversity-advantage>.
- c) Decision Making
- i) Decisions about all funding allocations will be determined by the Community Review Panel in accordance with the relevant program guidelines with the exception of capital funding requests in excess of the approved budget for the Capital Category. Capital funding requests in excess of the available budget will be reviewed by the Community Review Panel and, if recommended, be referred to the budget process noting that a detailed business case must be submitted as part of the budget request.
 - ii) All applications, regardless of the granting category, will be assessed for both alignment with, and ability to advance the City's Strategic Plan.

4.6 Grant Appeal Process

- a) All decisions related to grant applications for the City of London Community Grants Program are open to appeal by the grant applicant.
- b) Applicants to the London Community Grants Program may appeal a decision based on two criteria:
 - i) New Information: From the time the grant application was initially submitted, new information that could impact the grant decision became available that, for good reason, was not available at the time of the initial application; or,
 - ii) A Procedural Error was made when assessing the grant application.
- c) The Director of Community Development and Grants or designate will review all appeals in accordance with the Appeals Guideline to determine which appeals meet the criteria for further review.
- d) Legitimate appeals will be referred to the Deputy City Manager, Neighbourhood and Community-Wide Services.
- e) The Deputy City Manager, Neighbourhood and Community-Wide Services may refer the funding appeal to any member of the Senior Leadership Team, depending on the relevant area of the City's Strategic Plan under which the proposed initiative has been aligned.
- f) Decisions of all appeals will be final.

Bill No. 235
2023

By-law No. S.-5868()-

A by-law to amend By-law S.-5868-183 entitled
“A by-law prohibiting and regulating signs, and
regulating the placing of signs upon highways
and buildings”.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Section 2 “Definitions” is amended by adding the following definition:

““City-owned wayfinding signs” means any sign under the control of the City that identifies or gives direction to an attraction, event, business, institution or other physical location and may include a logo identifying the place of destination.”

2. Section 3.4 “Signs Exempt from This By-Law” is amended by adding the following exemption:

“(l) City-owned wayfinding signs.”

3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - July 25, 2023
Second Reading - July 25, 2023
Third Reading - July 25, 2023

Bill No. 236
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road North, south of Sunningdale Road West)

WHEREAS section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wonderland Road North, south of Sunningdale Road West, namely:

“Part of Lot 21, Concession 5 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21485;” and

“Part of Lot 21, Concession 5 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21485.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

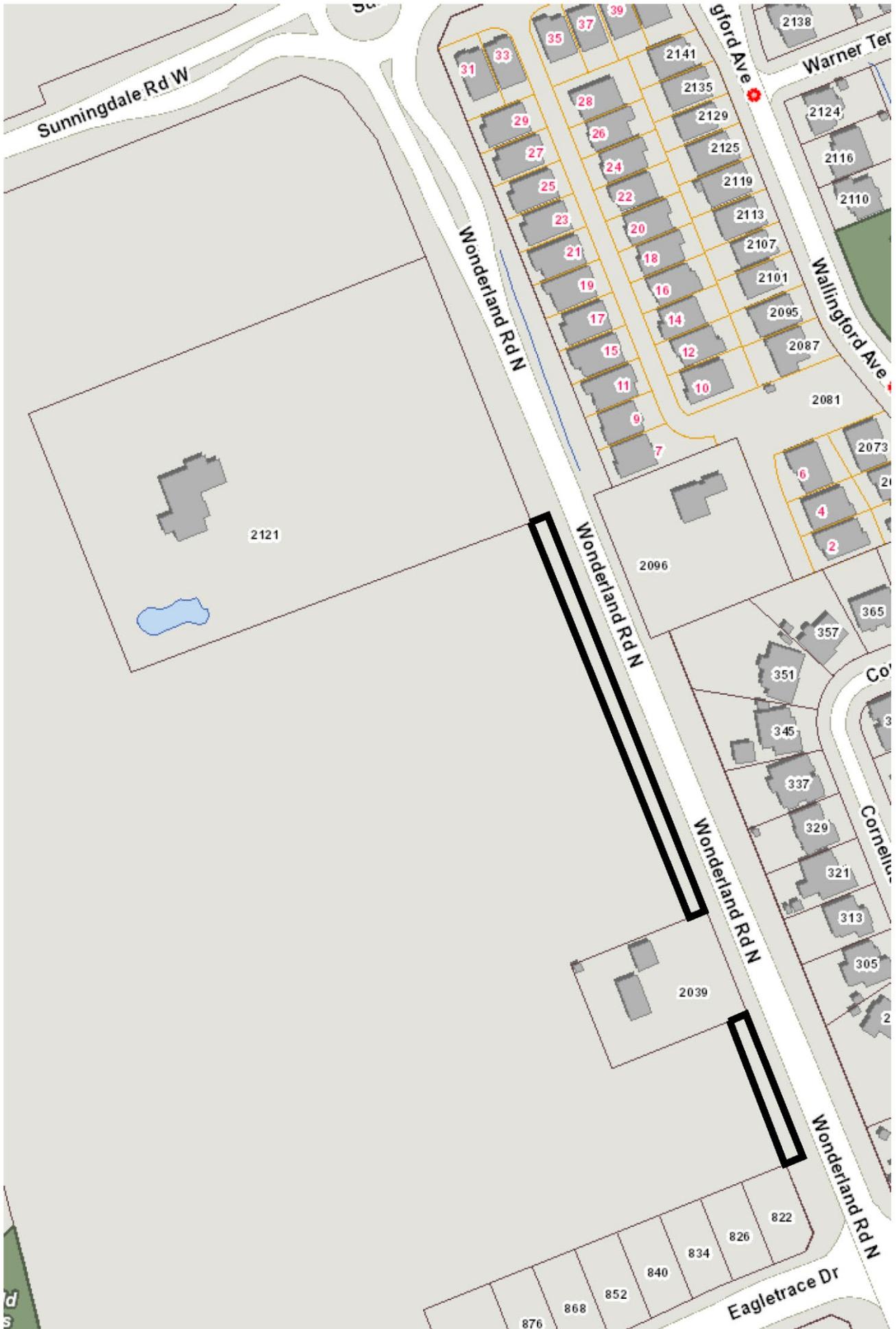
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 237
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Evans Boulevard; as part of Karenana Road; and as part of Fairfield Road)

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 31(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Evans Boulevard, namely:
“All of the 0.3m Reserve at the northerly limit of Evans Boulevard on Registered Plan 33M-756, in the City of London and County of Middlesex, designated as Block 158 on Registered Plan 33M-756.”
2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Karenana Road, namely:
“All of the 0.3m Reserve at the northerly limit of Karenana Road on Registered Plan 33M-818, in the City of London and County of Middlesex, designated as Block 178 on Registered Plan 33M-818.”
3. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Fairfield Road, namely:
“All of the 0.3m Reserve at the northerly limit of Fairfield Road on Registered Plan 33M-818, in the City of London and County of Middlesex, designated as Block 179 on Registered Plan 33M-818.”
4. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

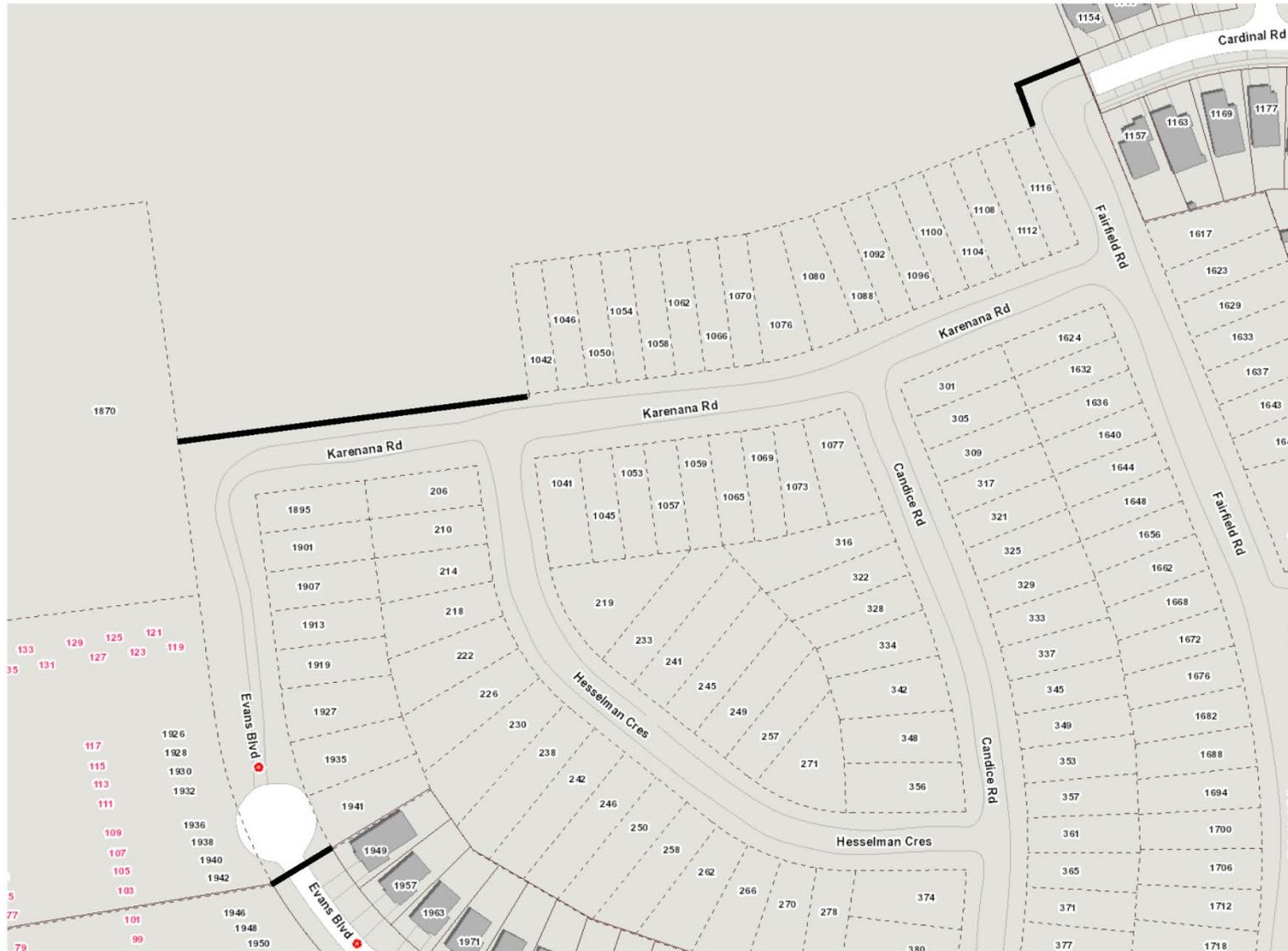
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 238
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Burbrook Place)

WHEREAS section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Burbrook Place, namely:

“All of the 0.305m Reserve at the northerly limit of Burbrook Place on Registered Plan No. 471 (C), in the City of London and County of Middlesex, designated as reserve on Registered Plan No. 471 (C).”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 239
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road South, north of Devonshire Avenue)

WHEREAS section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wharncliffe Road South, north of Devonshire Avenue, namely:

“Part of Lot 19, Block M, Registered Plan No. 392(4th) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21267.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - July 25, 2023
Second Reading - July 25, 2023
Third Reading - July 25, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 240
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sarnia Road, east of Chapman Court)

WHEREAS section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Sarnia Road, east of Chapman Court, namely:

“Part of Block 1, Registered Plan 33M-273 in the City of London and County of Middlesex, designated as Parts 1, 2, 3, 4 and 5 on Reference Plan 33R-21373.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

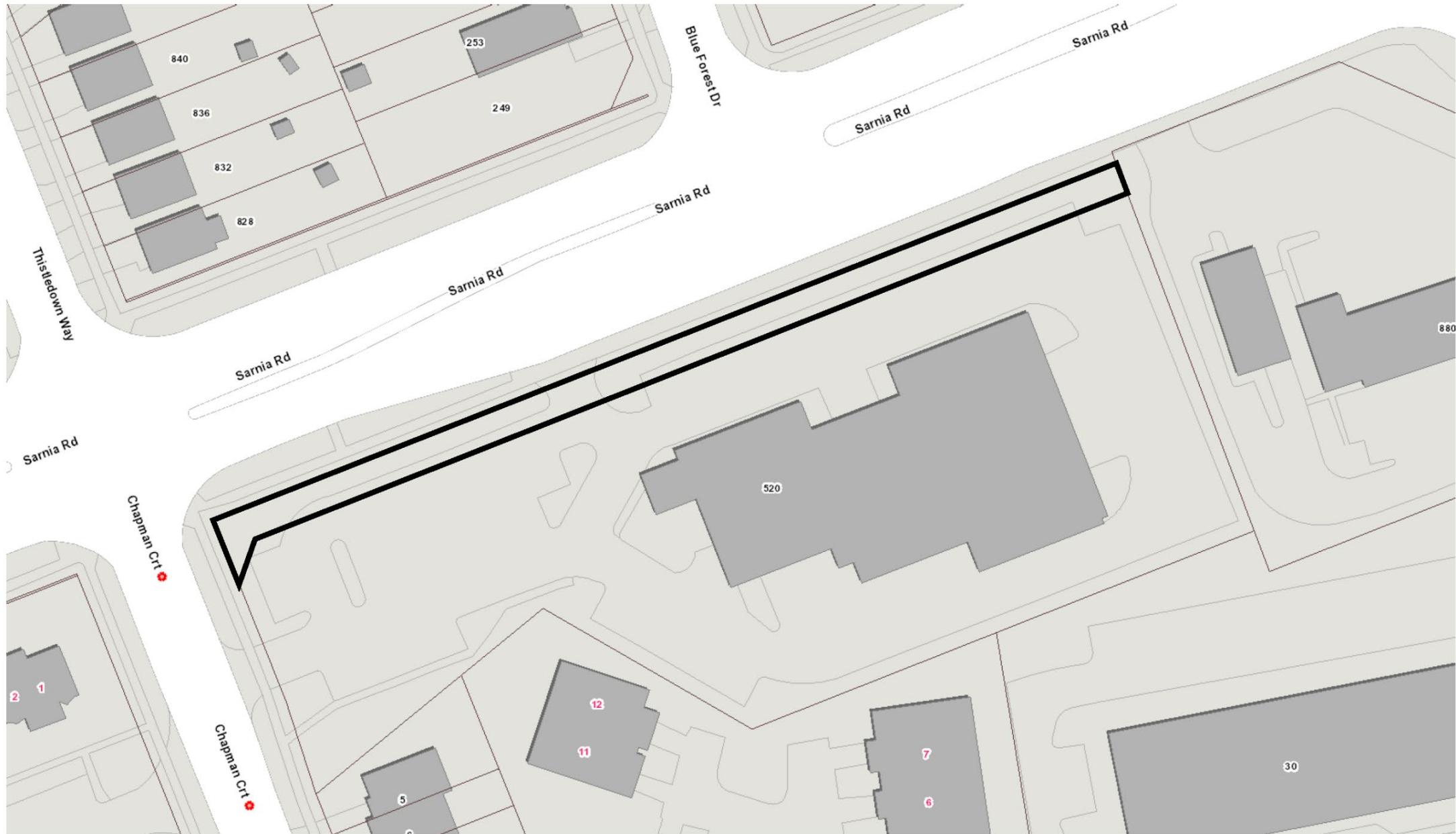
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - July 25, 2023
Second Reading - July 25, 2023
Third Reading - July 25, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 241
2023

By-law No. S.- ____ - ____

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 Millbank Drive)

WHEREAS section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Southdale Road East, east of Millbank Drive, namely:

“Part of Block M, Registered Plan No. 988 in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21503;” and

“Part of Block M, Registered Plan No. 988 in the City of London and County of Middlesex, designated as Parts 3, 4 and 5 on Reference Plan 33R-21503.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

Bill No. 242
2023

By-law No. S.- ____ - ____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of North Routledge Park)

WHEREAS section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001, S.O. 2001, C.25*, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Hyde Park Road, north of North Routledge Park, namely:

“Part of Lot 25, Concession 4 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 9 on Reference Plan 33R-21154.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - July 25, 2023
Second Reading - July 25, 2023
Third Reading - July 25, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 243
2023

By-law No. S.-____ - ____

A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Avenue Road.

WHEREAS section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The lands and premises hereinafter described are laid out, constituted, established, named, and assumed as public highway to be known as Avenue Road, namely:

“Part of the Lot 13, Concession 4 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Parts 2 and 3 on Reference Plan 33R-20952.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

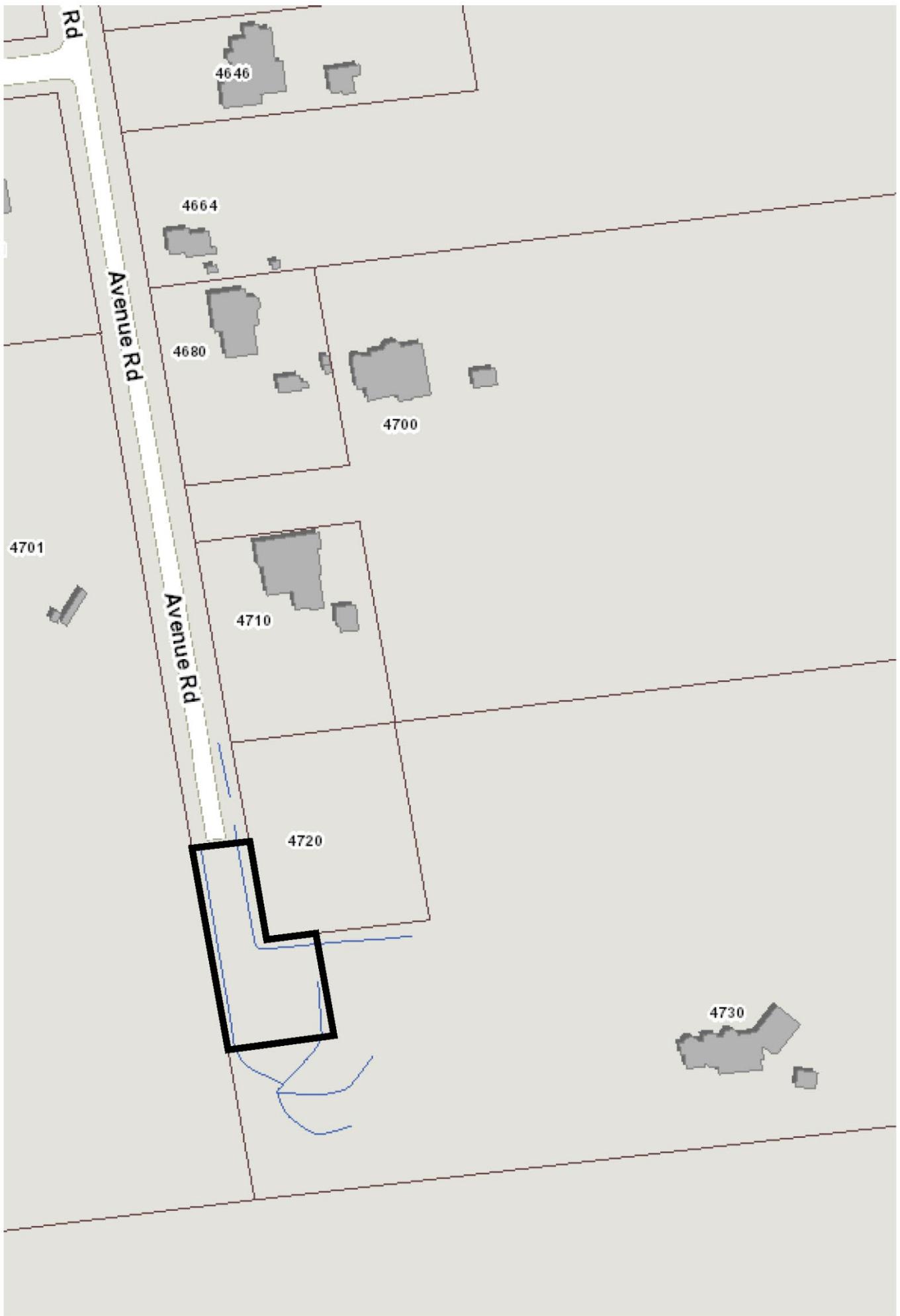
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

LOCATION MAP



————— SUBJECT LANDS

Bill No. 244
2023

By-law No. S.- ____ - ____

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, east of Highbury Avenue North)

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Fanshawe Park Road East, east of Highbury Avenue North, namely:

“Part of the South Half of Lot 8, Concession 5 (Geographic Township of London) in the City of London and Count of Middlesex, designated at Part 1 on Reference Plan 33R-20425.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

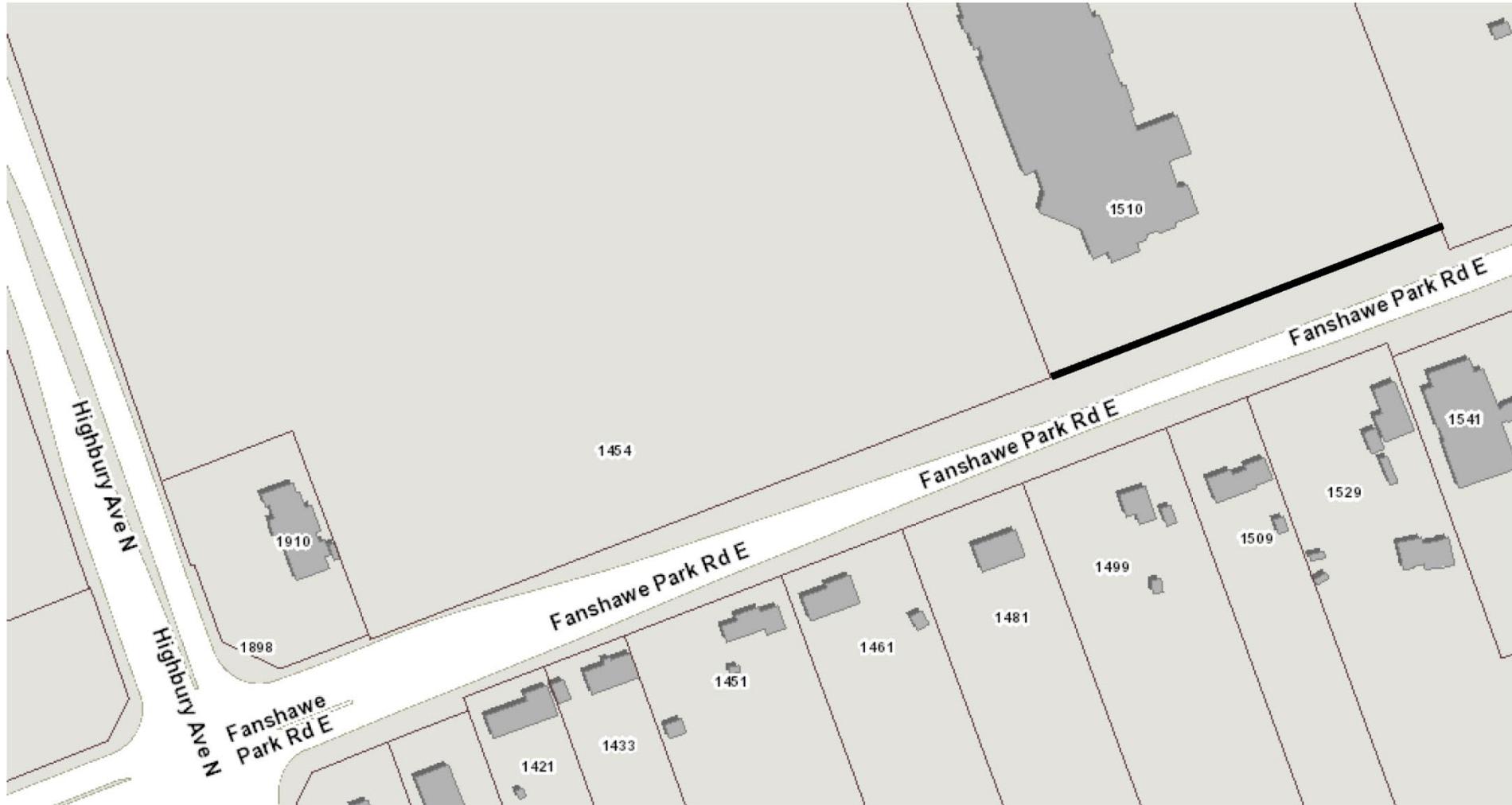
PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 245
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1474 Kilally Road

WHEREAS 1216571 Ontario Incorporated has applied to rezone an area of land located at 1474 Kilally Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1474 Kilally Road, as shown on the attached map comprising part of Key Map No. A103, from a Residential R1 (R1-6) Zone to a Residential R5 Special Provision (R5-4()) Zone.

2. Section Number 9.4 of the Residential (R5-4) Zone is amended by adding the following Special Provisions:

R5-4 () 1474 Kilally Road

a. Regulations:

- i) For the purposes of Zoning, Kilally Road is to be considered the front lot line.
- ii) Front Yard Depth (Minimum) 2.0 metres (6.6 feet)
- iii) Rear Yard Depth (Minimum) 6.0 metres (19.7 feet)
- iv) West Interior Side Yard Depth (Minimum) 8.0 metres (26.2 feet)
- v) East Interior Side Yard Depth (Minimum) 30.0 metres (98.4 feet)
- vi) Landscaped Open Space (%) (Minimum) 50
- vii) Lot Coverage (%) (Maximum) 25
- viii) Rear Year Second Storey Deck (Minimum) 4.5 metres (14.8 feet)

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

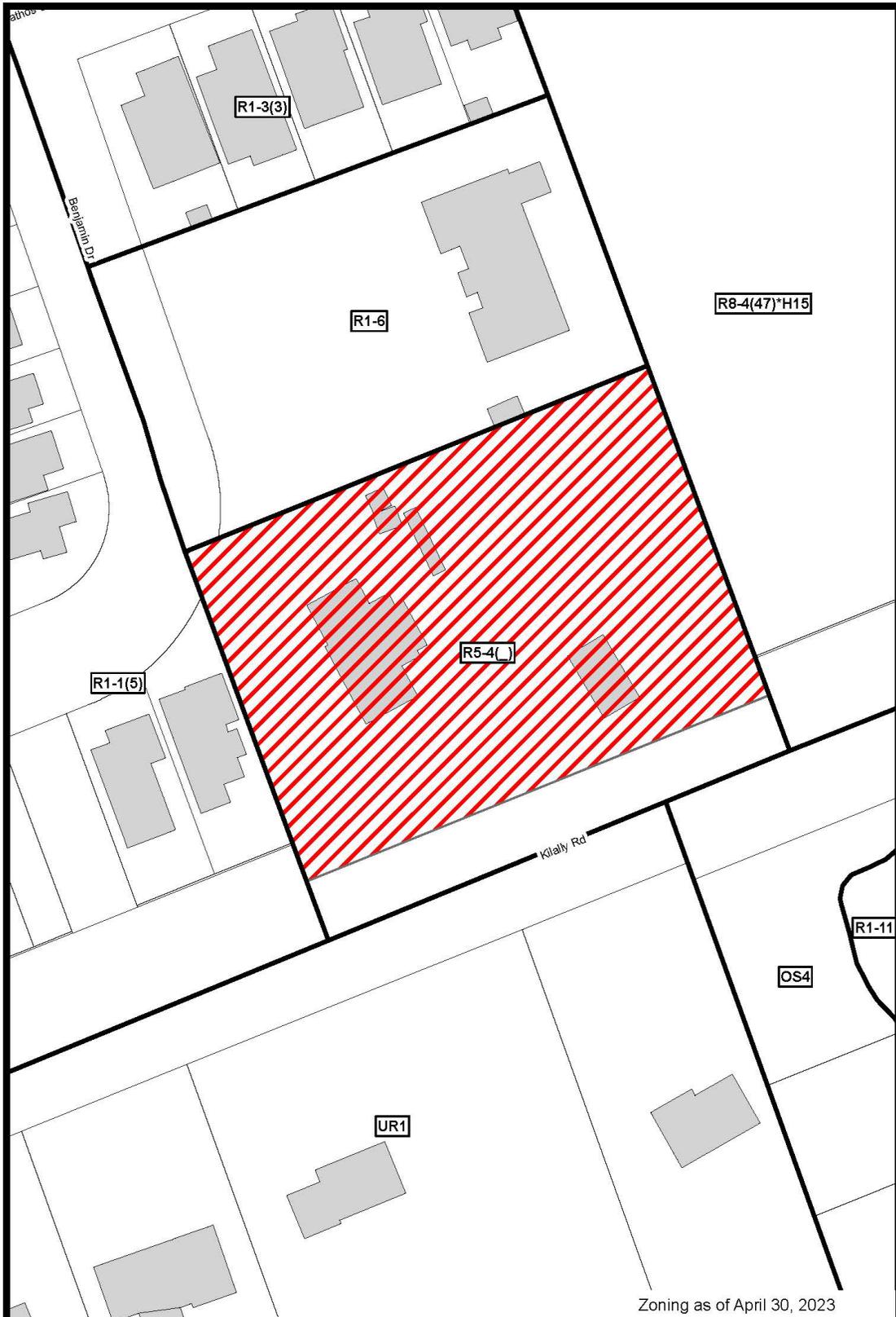
PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

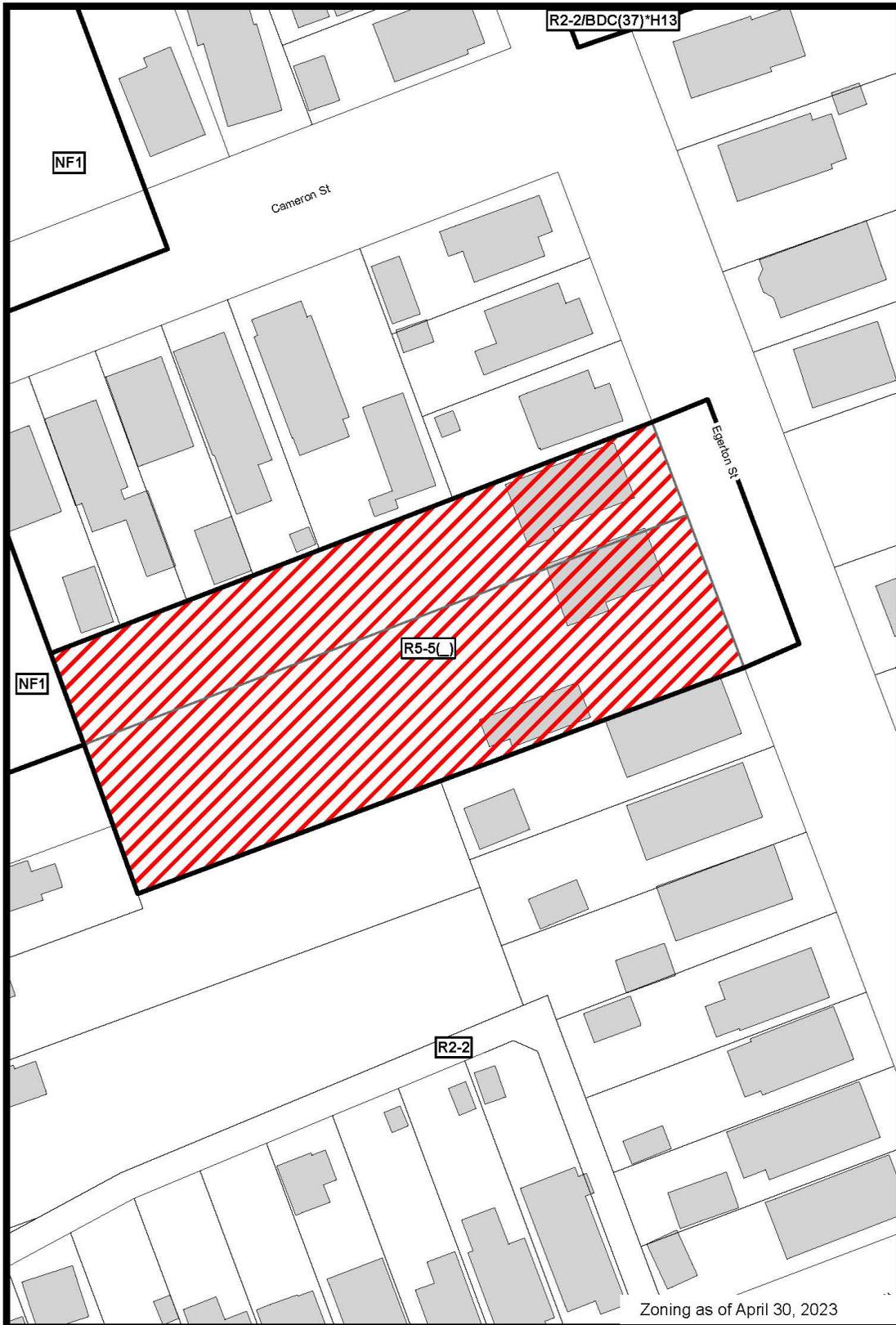
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



| | |
|--|---|
| <p>File Number: Z-9605 Planner: MH Date Prepared: 2023/5/10 Technician: JI By-Law No: Z.-1-</p> | <p>SUBJECT SITE </p> <p>1:800</p> <p>0 4 8 16 24 32 Meters </p> <p></p> |
|--|---|

Geodatabase

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9608
Planner: CM
Date Prepared: 2023/06/06
Technician: JI
By-Law No: Z.-1-

SUBJECT SITE 

1:600

0 3 6 12 18 24 Meters



Geodatabase

Bill No. 247
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
lands located at 146 Exeter Road

WHEREAS 1103125 Ontario Inc. has applied to rezone lands located at
146 Exeter Road, as shown on the map attached to this by-law, as set out below;

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of
London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 146 Exeter Road as shown on the attached map
comprising part of Key Map No. A111, from a Urban Reserve UR6 Zone and Holding
Light Industrial h-17*LI3 Zone to a Holding Residential R1 Special Provision R1 (h*h-
100*R1-13(7)), Holding Residential Special Provision R4 (h*h-100*h-198*R4-4(2)),
Holding Residential Special Provision R5/R6 (h*h-100*h-198*R5-4()/R6-5()), Holding
Restricted Service Commercial Special Provision/ Arterial Commercial Special Provision
h/RSC1/RSC2()/RSC3(16)/RSC4(14)/RSC5(16)/(AC4()), Open Space (OS1), Open
Space (OS5), Open Space Special Provision (OS5()) and Urban Reserve (UR4) Zone
on the proposed Draft Plan of Subdivision.

2. Section Number 9.4 of the Residential R5-4 Zone is amended by adding
the following Special Provisions:

| | |
|---------|---|
| R5-4() | 146 Exeter Road |
| a. | Regulations: |
| i) | Front Yard Depth (Minimum Arterial Road) 1.0 metres (3.28 feet) (Maximum Arterial Road) 4.5 metres (19.68 feet) |
| ii) | Height (Maximum) 14 metres (45.9 feet) |
| iii) | Density (Minimum) 30 units per hectare (Maximum) 75 units per hectare |
| iv) | Outdoor Amenity Space (Minimum) 5 square metres |

3. Section Number 10.4 of the Residential R6-5 Zone is amended by adding
the following Special Provisions:

| | |
|---------|---|
| R6-5() | 146 Exeter Road |
| a. | Regulations: |
| i) | Front Yard Depth (Minimum Arterial Road) 1.0 metres (3.28 feet) (Maximum Arterial Road) 4.5 metres (19.68 feet) |
| ii) | Height (Maximum) 14 metres (45.9 feet) |
| iii) | Density (Minimum) 30 units per hectare (Maximum) 75 units per hectare |
| iv) | Outdoor Amenity Space 5 sq. m. |

(Minimum)

4. Section Number 26.4 of the Arterial Commercial AC4 Zone is amended by adding the following Special Provisions:

- AC4() 146 Exeter Road
- a. Prohibited Uses:
 - i) Residential Uses

5. Section Number 28.4 of the Restricted Service Commercial RSC2 Zone is amended by adding the following Special Provisions:

- RSC2() 146 Exeter Road
- a. Prohibited Uses:
 - i) Dry cleaning and Laundry Depots

6. Section Number 36.4 of the Open Space 5 Zone is amended by adding the following Special Provisions:

- OS5() 146 Exeter Road
- a. Regulations:
 - i) Minimum Lot Area (min) 1500 sq. m.
(Minimum)

7. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

8. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

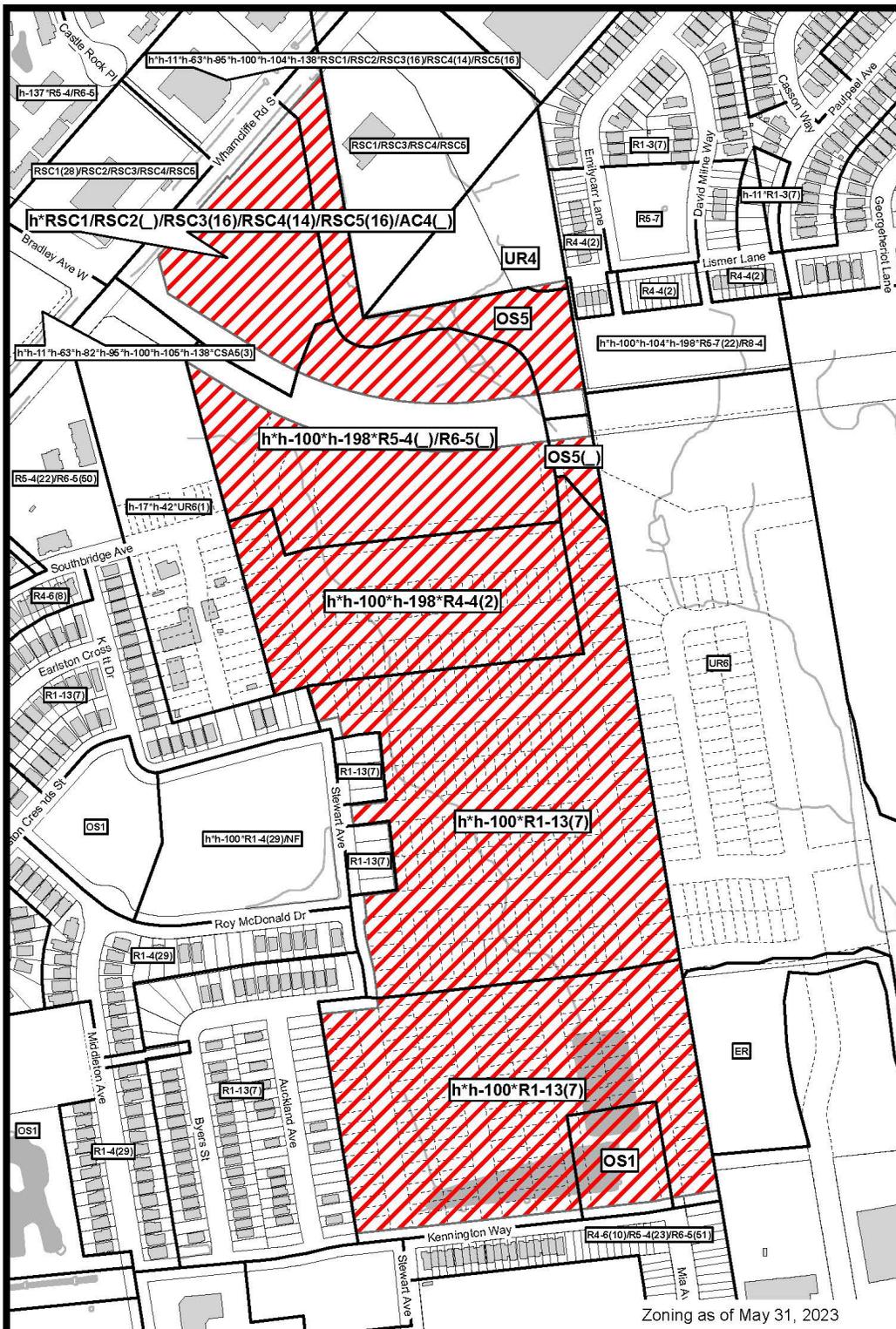
PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

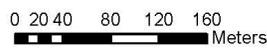
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: 39T-22502
 Planner: SM
 Date Prepared: 2023/06/26
 Technician: JI
 By-Law No: Z.-1-

SUBJECT SITE 

1:4,500



Bill No. 248
2023

By-law No. Z.-1-23 _____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 1900 & 1902
Trafalgar Street & 159 Clarke Road

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of
London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 1900-1902 Trafalgar Street & 159 Clarke Road, as shown
on the attached map comprising part of Key Map No. A108, **FROM** a Residential R3
(R3-2) and a Convenience Commercial (CC3) Zone **TO** a Neighbourhood Shopping
Area (NSA3) Zone.

2. Section Number 23.4 of the Neighbourhood Shopping Area (NSA3) Zone
is amended by adding the following Special Provisions:

NSA3() 1900-1902 Trafalgar Street & 159 Clarke Road

a. Permitted Uses:

i) An apartment building with any or all of the other permitted uses
on the first and/or second floor in the NSA1, NSA2 and NSA5
Zone variations.

b. Regulations

| | |
|--|------------|
| i) Landscaped Open Space (minimum) | 25% |
| Exterior Side Yard Setback (Trafalgar Street) (minimum) | 1.0 metres |
| ii) Front Yard Setback (Clarke Road) (minimum) | 1.0 metres |
| iii) Lot Frontage (minimum) | 39 metres |
| iv) West Interior Side Yard Parking Setback (minimum) | 3.0 metres |
| v) North Interior Side Yard Parking Setback (minimum) | 3.0 metres |

3. The inclusion in this By-law of imperial measure along with metric
measure is for the purpose of convenience only and the metric measure governs in
case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the
date of the passage of this by-law or as otherwise provided by the said section.

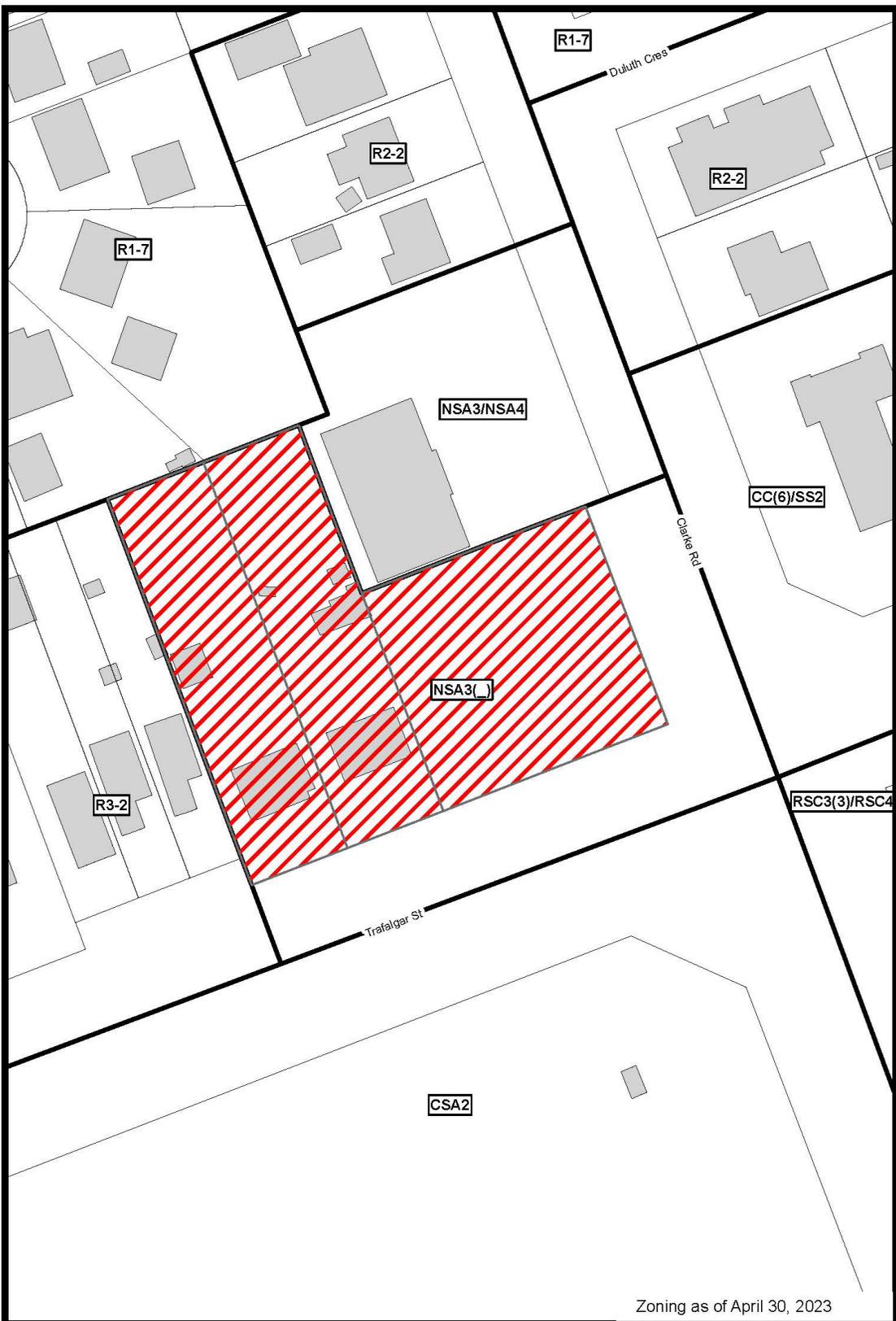
PASSED in Open Council on July 25, 2023, subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of April 30, 2023

| | |
|---|---|
| <p>File Number: Z-9604 Planner: BH Date Prepared: 2023/6/6 Technician: JI By-Law No: Z.-1-</p> | <p>SUBJECT SITE </p> <p>1:800</p> <p>0 4 8 16 24 32 Meters </p> <p></p> |
|---|---|

Geodatabase

Bill No. 249
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 38 Exeter Road

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of
London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 38 Exeter Road, as shown on the attached map comprising part of Key Map No. A111, **FROM** a holding Restricted Service Commercial (h-17*RSC1/RSC4) Zone **TO** a Neighbourhood Shopping Area Special Provision (NSA4()) Zone.
2. Section Number 23.4 of the Neighbourhood Shopping Area (NSA4) Zone is amended by adding the following Special Provision:

NSA4() 38 Exeter Road

 - a. Additional Permitted Use
 - i) Pharmacy
3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.
4. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act, R.S.O. 1990*, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

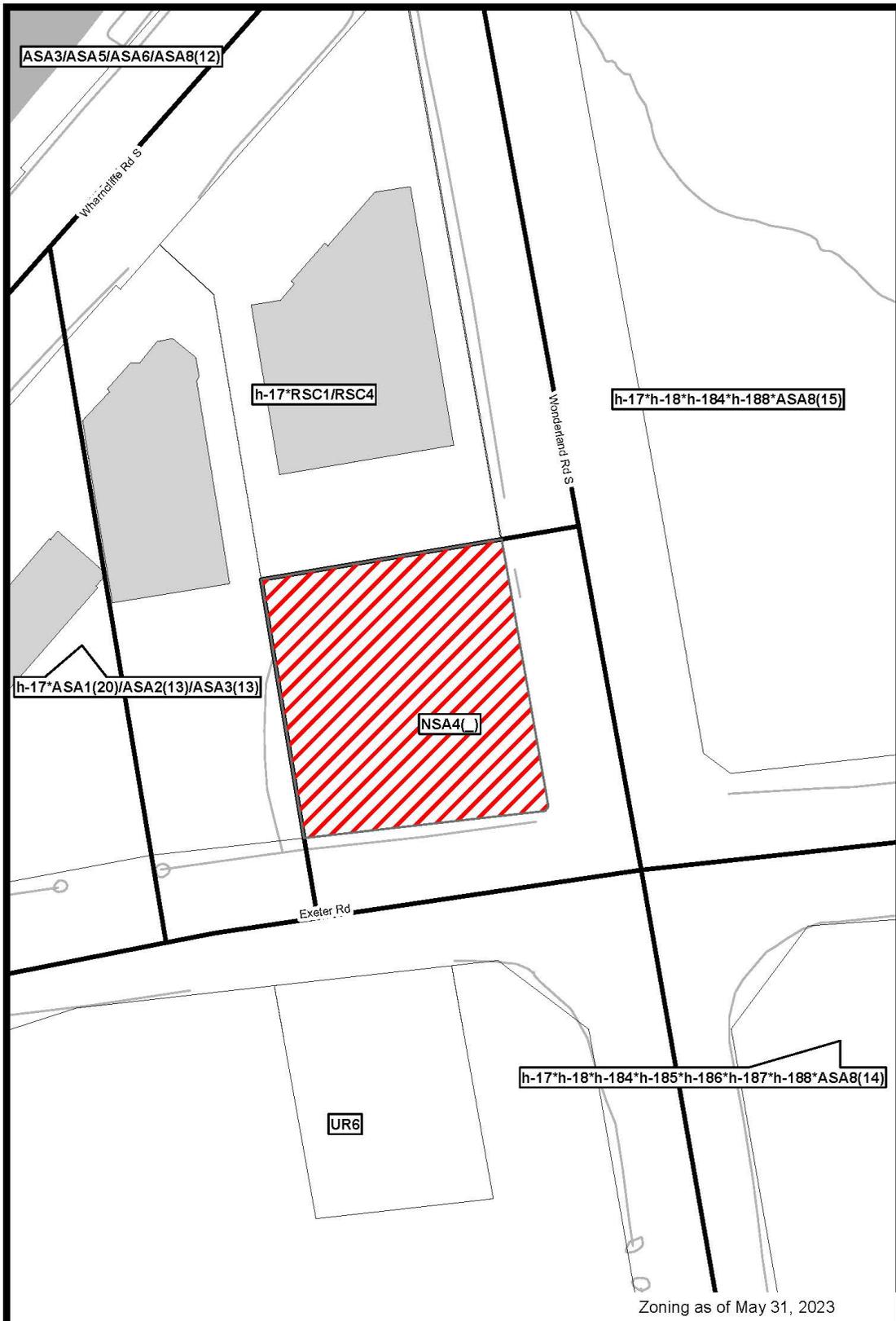
PASSED in Open Council on July 25, 2023, subject to the provisions of
PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



| | |
|--|--|
| <p>File Number: Z-9582 Planner: AR Date Prepared: 2023/06/15 Technician: JI By-Law No: Z.-1-</p> | <p>SUBJECT SITE </p> <p>1:1,200</p> <p>0 5 10 20 30 40 Meters</p>  |
|--|--|

Geodatabase

Bill No. 250
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 46 Elmwood Place

WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the
Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of
London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to lands located at 46 Elmwood Place, as shown on the attached map
comprising part of Key Map No. A107, **FROM** a Community Facility (CF3) Zone **TO** a
Residential R8 Special Provision (R8-4(_)) Zone.

2. Section Number 9.4 of the Residential R8 (R8-4) Zone is amended by
adding the following Special Provisions:

| | | |
|---------|---|----------------------|
| R8-4(_) | 46 Elmwood Place | |
| a. | Permitted Use | |
| | i) Apartment building | |
| b. | Regulations | |
| | i) Parking Area setback from front lot line (Minimum) | 0.0 metres |
| | ii) Front Yard Depth (Minimum) | 4.71 metres |
| | iii) Rear Yard Depth (Minimum) | 1.82 metres |
| | iv) East Interior Side Yard Depth (Minimum) | 4.17 metres |
| | v) Parking Area Setback (Minimum) | 0.81 metres |
| | vi) Lot Coverage (Maximum) | 32.7% |
| | vii) Density (Maximum) | 82 units per hectare |

3. The inclusion in this By-law of imperial measure along with metric
measure is for the purpose of convenience only and the metric measure governs in
case of any discrepancy between the two measures.

4. This Amendment shall come into effect in accordance with Section 34 of
the *Planning Act*, R.S.O. 1990, c. P13, either upon the date of the passage of this by-
law or as otherwise provided by the said section.

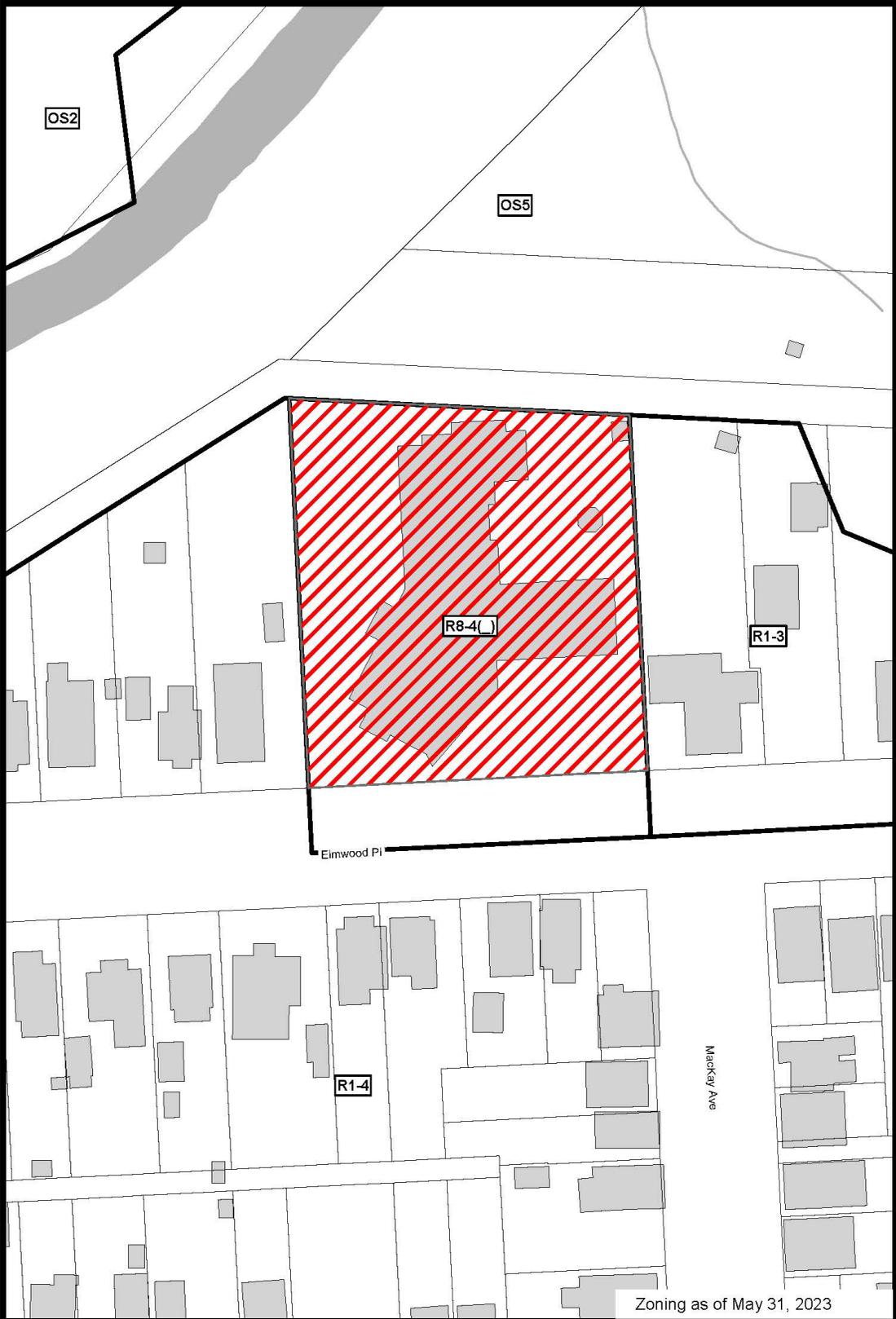
PASSED in Open Council on July 25, 2023 subject to the provisions of
PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



| | |
|---|---|
| <p>File Number: Z-9583 Planner: AR Date Prepared: 2023/06/15 Technician: JI By-Law No: Z.-1-</p> | <p>SUBJECT SITE </p> <p>1:800</p> <p>0 4 8 16 24 32  Meters</p> <p></p> |
|---|---|

Geodatabase

Bill No. 251
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 599-601 Richmond
Street

WHEREAS Westdell Development Corporation has applied to rezone an area of land located at 599-601 Richmond Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 599-601 Richmond Street, as shown on the attached map comprising part of Key Map No. A107, from a Business District Commercial Special Provision Bonus Zone (BDC(1)*B-87) Zone to another Business District Commercial Special Provision (BDC(_)) Zone;

2. Section Number 25.4 of the Business District Commercial (BDC) Zone is amended by adding the following Special Provision:

| | |
|--------|---|
| BDC(_) | 599-601 Richmond Street |
| a. | Permitted Uses: |
| i) | Any use permitted in the BDC2 Zone variation. |
| b. | Regulations: |
| i) | Lot Frontage (Minimum) 3 metres (9.8 feet) |
| ii) | Rear Yard Depth (Minimum) 4.4 metres (14.4 feet) |
| iii) | Lot Coverage (Maximum) 91% |
| iv) | Height (Maximum) the lesser of 39.0 metres, or 12 storeys |
| v) | Density (Maximum) 810 units per hectare |

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

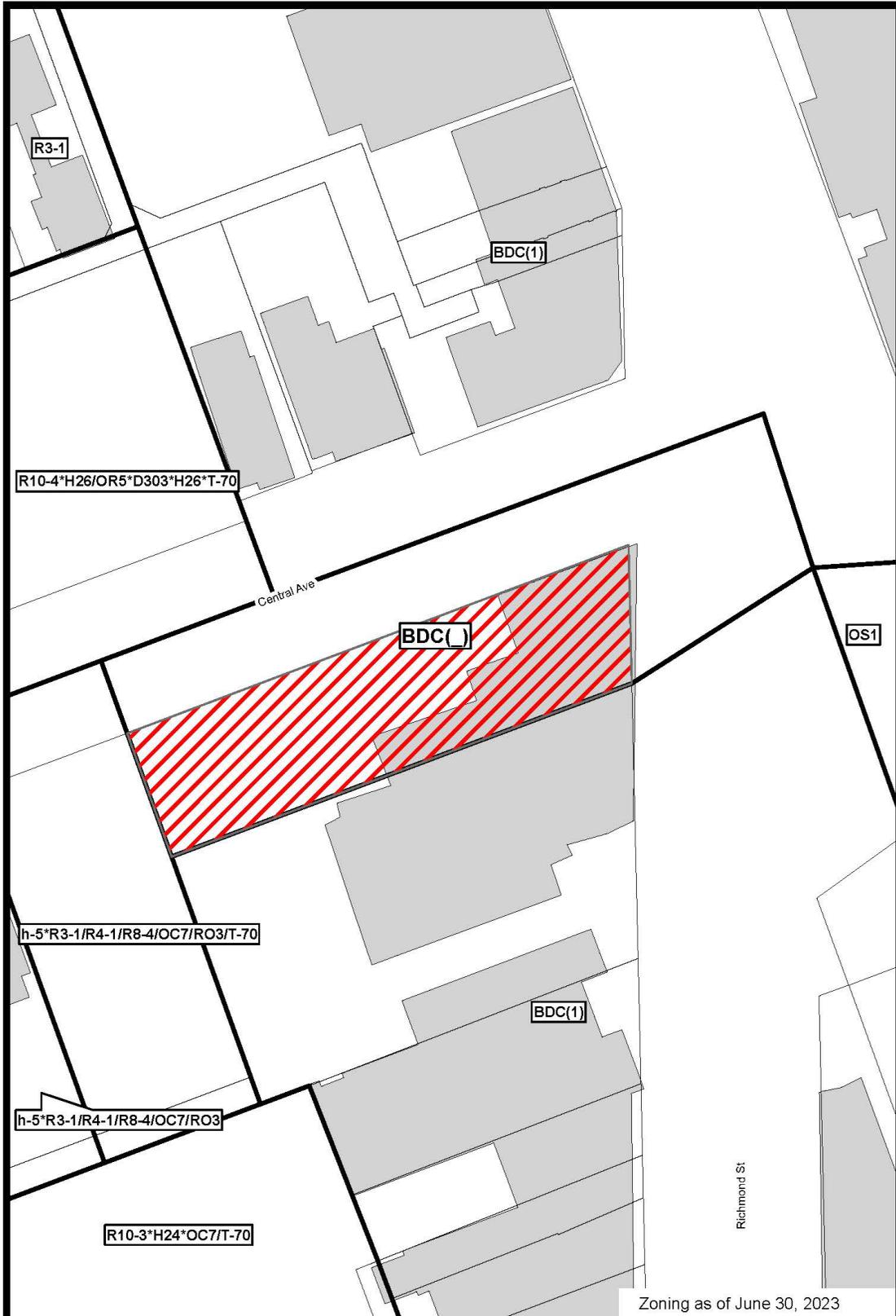
PASSED in Open Council on July 25, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)

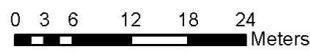


Zoning as of June 30, 2023

File Number: PEC item 3.10
 Planner: NP
 Date Prepared: 2023/07/17
 Technician: JI
 By-Law No: Z.-1-

SUBJECT SITE 

1:600



Geodatabase

Bill No. 252
2023

By-law No. Z.-1-23 _____

A by-law to amend By-law No. Z.-1 to extend a temporary zone located at 221 Queens Avenue

WHEREAS Sifton Properties Limited have applied to extend the Temporary Use (T-69) Zone as it applies to a portion of the property located at 221 Queens Avenue for a period not to exceed three (3) years;

AND WHEREAS the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-202866 approved the Temporary Use for 221 Queens Avenue for a period not exceeding three (3) years beginning August 25, 2020;

AND WHEREAS the Municipal Council of the Corporation of the City of London deems it advisable to extend the Temporary Use for the said property for a period not exceeding three (3) years;

AND WHEREAS this amendment to the Zoning By-law Z.-1 conforms to the Official Plan;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Section Number 50.2(69) of the Temporary (T) Zone is amended by updating the following subsection for a portion of lands known municipally as 221 Queens Avenue:

T-69 This Temporary Use is hereby extended for an additional three (3) year beginning July 25, 2023.

2. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

3. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on July 25, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – July 25, 2023
Second Reading – July 25, 2023
Third Reading – July 25, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)

