



Council Agenda Including Addeds

18th Meeting of City Council

November 7, 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

- 2.1 The Ontario Lottery and Gaming Commission Community Recognition Program - Municipality Contribution Agreement

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

4.1 Personal Matters/Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Environment" Category.
(6.1/15/CWC)

4.2 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 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. (6.1/26/SPPC)

4.3 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 and directions and instructions to officers and employees or agents of the municipality. (6.2/26/SPPC)

4.4 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.3/26/SPPC)

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

A matter pertaining to the proposed or pending lease of building by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/18/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. (6.1/19/CSC)

4.7 Solicitor-Client Privilege/Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality related to the construction repair of the East Lions Community Centre. (6.1/16/CPSC)

4.8 Personal Matters/Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List - "Safety and Crime Prevention" Category. (6.2/16/CPSC)

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

5.1 17th Meeting Held on October 17, 2023 9

6. Communications and Petitions

6.1 *(ADDED) - Community Cold Weather Response*

(Refer to the Strategic Priorities and Policy Committee Stage for Consideration with Item #6 (2.3) of the 26th Report of the Strategic Priorities and Policy Committee)

1.	<i>(ADDED) REVISED Staff Report</i>	75
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3.	<i>(ADDED) S. Little</i>	82

7. Motions of Which Notice is Given

8. Reports

1. Disclosures of Pecuniary Interest
2. (2.1) 11th Report of the Environmental Stewardship and Action Community Advisory Committee
3. (2.2) SS-2023-261 Single Source Procurement Operation and Maintenance of Landfill Gas Collection and Flaring System W12A Landfill Site
4. (2.3) Kensington Bridge Environmental Study Report - Notice of Completion
5. (2.4) Amendments to the Traffic and Parking By-law (Relates to Bill No. 394)
6. (2.6) Planned Rebuild of Incinerator Systems at Greenway Wastewater Treatment Plant – Procurement Approvals
7. (2.7) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Equipment Preselection
8. (2.8) Oxford Wastewater Treatment Plant Membrane Replacement - Consultant Award
9. (2.5) Mobility Master Plan 2050 Mode Share Target
10. (3.1) London Transit's 2022 Annual Report
11. (5.1) CWC Deferred Matters List
12. (5.2) 11th Report of the Integrated Transportation Community Advisory Committee

1. Disclosures of Pecuniary Interest
2. (2.4) Updates to Appointment of Members to Committee, Civic Boards and Commissions Process (Relates to Bill No.'s 391 and 392)
3. (2.5) 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee
4. (2.1) London's Housing Pledge: A Path to 47,000 Units by 2031 Update
5. (2.2) October Progress Update - Health and Homelessness Whole of Community System Response
6. (2.3) Community Cold Weather Response
7. (3.1) Bill Rayburn, CAO, Middlesex County and Neal Roberts, Middlesex-London Paramedic Service - Service Overview and Operating Pressures
8. (3.2) London Transit Commission - 2023 to 2027 Work Plan Update

	9.	(4.1) Confirmation of Appointments to RBC Place London	
	10.	(4.2) 9th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee	
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8.3		17th Report of the Planning and Environment Committee	102
	1.	Disclosures of Pecuniary Interest	
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	3.	(2.4) Monthly Heritage Report - September 2023	
	4.	(2.2) Contract Renewal for Management of Environmentally Significant Areas (Relates to Bill No. 385)	
	5.	(2.3) Conservation Authority Cost Apportioning Agreements (Relates to Bill No. 386)	
	6.	(3.1) Demolition Request for Heritage Listed Property - 5200 Wellington Road South	
	7.	(3.2) Demolition Request for Heritage Listed Property - 7056 Pack Road	
	8.	(3.3) 1958 Duluth Crescent (OZ-9638 / 39T-23504) (Relates to Bill No.'s 388 and 404)	
	9.	(3.4) 3317 White Oak Road (Z-9645) (Relates to Bill No. 405)	
	10.	(3.5) 764, 772 and 774 Crumlin Sideroad (OZ-9642) (Relates to Bill No.'s 389 and 406)	
	11.	(3.6) 1901 Jalna Boulevard (Z-9633) (Relates to Bill No. 407)	
	12.	(3.7) 610-620 Beaverbrook Avenue (OZ-9517) (Relates to Bill No.'s 390 and 408)	
	13.	(3.8) 135 Villagewalk Boulevard (Z-9644) (Relates to Bill No. 409)	
	14.	(3.9) 30 and 100 Villagewalk Boulevard (SPA22-049 / SPA21-119)	
	15.	(3.10) 1407-1427 Hyde Park Road (OZ-9438) (Relates to Bill No. 410)	
	16.	(4.1) ReThink Zoning	
	17.	(4.2) 11th Report of the Community Advisory Committee on Planning	
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	1.	Disclosures of Pecuniary Interest	

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3. (2.2) Declare Surplus - City-Owned Property - Part of Berkshire Park - 510 Berkshire Drive
4. (2.4) Declare Surplus - City-Owned Property - Part of 20 Granville Street
5. (2.5) Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law (Relates to Bill No.'s 383 and 384)
6. (2.3) Declare Surplus - City-Owned Property - Public Walkway South of 10 Rossmore Court
7. (4.1) Request for Redirection of 2022 Surplus Funds - Middlesex-London Health Unit
8. (4.2) Application - Issuance of Proclamation - Hindu Heritage Month

8.5 19th Report of the Special Corporate Services Committee 130

1. Disclosures of Pecuniary Interest

8.6 16th Report of the Community and Protective Services Committee 131

1. Disclosures of Pecuniary Interest
2. (2.1) 6th Report of the Accessibility Community Advisory Committee
3. (2.2) 10th Report of the Animal Welfare Community Advisory Committee
4. (2.4) 2022 Ontario Works Participant and Service Delivery Profile
5. (2.5) Towing and Vehicle Storage – Transition to Provincial Oversight (MTO) and Associated By-Law Amendments (Relates to Bill No.'s 387 and 393)
6. (2.6) East Lions Community Centre Repairs
7. (2.7) SS-2023-239 London Fire Department Single Source Communications Equipment for Next Generation 9-1-1
8. (2.3) Housing Stability Services – Rent-Geared-to-Income (RGI) Waitlist Placement Ratio
9. (5.1) CPSC Deferred Matters List
10. (5.2) Councillor S. Stevenson - Winter Response

9. Added Reports

9.1 15th Report of Council in Closed Session

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. 382 By-law No. A.- _____ - _____ 136
A by-law to confirm the proceedings of the Council Meeting held on the 7th day of November, 2023. (City Clerk)
- 13.2 Bill No. 383 By-law No. A.-5505()- _____ 137
A by-law to amend By-law No. A.-5505-497 being “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” by changing the multiplier to determine the pre-authorized property tax payment from 1.0245 to 1.0273 effective January 1, 2024. (2.5a/18/CSC)
- 13.3 Bill No. 384 By-law No. A.- _____ - _____ 138
A by-law to enact a Property Tax Collection by-law and to repeal By-law A-8, as amended. (2.5b/18/CSC)
- 13.4 Bill No. 385 By-law No. A.- _____ - _____ 142
A by-law to approve an Agreement between The Corporation of the City of London and the Upper Thames Conservation Authority; and to authorize the Mayor and City Clerk to execute the Agreement. (2.2b/17/PEC)
- 13.5 Bill No. 386 By-law No. A.- _____ - _____ 169
A by-law to authorize and approve Cost Apportioning Agreements between The Corporation of the City of London and The Upper Thames River Conservation Authority (UTRCA), The Kettle Creek Conservation Authority (KCCA), and The Lower Thames Valley Conservation Authority (LTVCA), and to authorize the Mayor and the City Clerk to execute the Agreements. (2.3/17/PEC)
- 13.6 Bill No. 387 By-law No. A-54-23 _____ 197
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”. (2.5b/16/CPSC)
- 13.7 Bill No. 388 By-law No. C.P.-1512()- _____ 198
A by-law to amend The Official Plan for the City of London, relating to 1958 Duluth Street (3.3a/17/PEC)
- 13.8 Bill No. 389 By-law No. C.P.-1512()- _____ 204
A by-law to amend The Official Plan for the City of London, 2016 relating to 764, 772, 774 Crumlin Sideroad (3.5a/17/PEC)
- 13.9 Bill No. 390 By-law No. C.P.-1512()- _____ 207
A by-law to amend The Official Plan for the City of London, 2016 relating to 610-620 Beaverbrook Avenue (3.7a/17/PEC)

13.10	Bill No. 391 By-law No. CPOL.-71()-____ A by-law to amend By-law No. CPOL.-71-303 being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to repeal and replace Schedule “A”. (2.4a/26/SPPC)	
13.11	Bill No. 392 By-law No. CPOL.-398()-____ A by-law to amend By-law No. CPOL.-398-43 being “Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions” to repeal and replace Schedule “A”. (2.4b/26/SPPC)	214
13.12	Bill No. 393 By-law No. L.-131()-____ A by-law to amend By-law No. L.-131-16, entitled “a By-law to provide for the Licensing and Regulation of Various Businesses”. (2.5a/16/CPSC)	218
13.13	Bill No. 394 By-law No. PS-114-23_____ A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.4/15/CWC)	219
13.14	Bill No. 395 By-law No. S.-_____-_____ A by-law to assume certain works and services in the City of London. (Foxwood Subdivision Phase 2, Plan 33M-752) (Deputy City Manager, Environment and Infrastructure)	222
13.15	Bill No. 396 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 Clarke Road, north of Wavell Street) (Chief Surveyor – for road dedication purposes pursuant to a sidewalk improvement project)	224
13.16	Bill No. 397 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 Commissioners Road West, east of Westmount Crescent) (Chief Surveyor – for road dedication purposes pursuant to SPA22-070)	226
13.17	Bill No. 398 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 Hamilton Road, west of Adelaide Street North) (Chief Surveyor – for road dedication purposes pursuant to transfer in instrument no. ER1530546)	228
13.18	Bill No. 399 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 Oxford Street West, west of Foster Avenue) (Chief Surveyor – for road dedication purposes pursuant to SPA21-015)	230
13.19	Bill No. 400 By-law No. S.-_____-_____ A by-law to lay out, constitute, establish and assume lands in the City of	232

	London as public highway. (as widening to White Oak Road, south of Bradley Avenue) (Chief Surveyor – for road dedication purposes pursuant to SPA20-026)	
13.20	Bill No. 401 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 Beaverbrook Avenue; and as widening to Horizon Drive at Beaverbrook Avenue) (Chief Surveyor – for road dedication purposes pursuant to SPA22-088)	234
13.21	Bill No. 402 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 South, north of Viscount Road) (Chief Surveyor – for road dedication purposes pursuant to Consent B.023/22)	236
13.22	Bill No. 403 By-law No. W.- _____ - _____ A by-law to authorize the Budweiser Gardens Expansion Phase 1 (Project EP1695) (4.1c/17/CSC)	238
13.23	Bill No. 404 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone lands located at 1958 Duluth Crescent (3.3b/17/PEC)	239
13.24	Bill No. 405 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3317 White Oak Road (3.4/17/PEC)	243
13.25	Bill No. 406 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 764, 772 and 774 Crumlin Sideroad (3.5b/17/PEC)	245
13.26	Bill No. 407 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1901 Jalna Boulevard (3.6a/17/PEC)	247
13.27	Bill No. 408 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 610-620 Beaverbrook Avenue (3.7b/17/PEC)	250
13.28	Bill No. 409 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 135 Villagewalk Boulevard (3.8a/17/PEC)	252
13.29	Bill No. 410 By-law No. Z.-1-23 _____ A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1407-1427 Hyde Park Road (3.10/17/PEC)	255

14. Adjournment



Council Minutes

17th Meeting of City Council
October 17, 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

Absent: S. Hillier

Also Present: L. Livingstone, A. Barbon, S. Corman K. Dickins, D. Escobar, P. Kokkoros, S. Mathers, H. McNeely, J. Paradis, K. Scherr, M. Schulthess, C. Smith

Remote Attendance: E. Bennett, B. Card, C. Cooper, J. McGonigle, K. Murray, B. Somers, B. Warner

The meeting is called to order at 1:03 PM; it being noted that Councillor P. Van Meerbergen was in remote attendance.

1. Disclosures of Pecuniary Interest

Councillor S. Franke discloses a pecuniary interest in item 6, clause 4.2 of the 25th Report of the Strategic Priorities and Policy Committee, having to do with the Consideration of Appointments to the London Transit Commission, by indicating that her brother is an applicant.

Councillor P. Van Meerbergen discloses a pecuniary interest in item 7, clause 3.5 of the 16th Report of the Planning and Environment Committee, having to do with 50 King Street and 399 Ridout Street, by indicating that his immediate family resides in area of the properties.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: C. Rahman

Seconded by: D. Ferreira

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 identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Arts" Category (6.1/15/CPSC)

4.2 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Age Friendly" Category. (6.2/15/CPSC)

4.3 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Sports" Category. (6.3/15/CPSC)

4.4 Education/Training Session

A matter pertaining to the education and training of Council Members by the Integrity Commissioner for the City of London which does not deal with any matter in a way that materially advances the business or decision-making of the Council or Standing Committee. (6.1/24/SPPC)

4.5 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers or employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to appeals related to 689 Oxford Street West at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/16/PEC)

4.6 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 office space 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. (6.1/17/CSC)

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

That Council convenes In Closed Session, from 1:09 PM to 1:20 PM.

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

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

That the Minutes of the 15th Meeting held on September 26, 2023 and the 16th Special Meeting held on October 5, 2023, BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: C. Rahman
Seconded by: H. McAlister

That the communications, with respect to the following, BE RECIEVED and BE REFERRED as noted on the Council Added Agenda:

- 6.1 1236 Southdale Road (Z-9634)
- 6.3 Urban Design Peer Review Panel
- 6.4 Deferred Matters List

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

Motion made by: C. Rahman

Seconded by: H. McAlister

That the communications, with respect to the following, BE RECEIVED and BE REFERRED as noted on the Council Added Agenda:

6.2 50 King Street and 399 Ridout Street (OZ-9622)

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

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (13 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 15th Report of the Community and Protective Services Committee

Motion made by: E. Pelozza

That the 15th Report of the Community and Protective Services Committee BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 9th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozza

That the 9th Report of the Animal Welfare Community Advisory Committee, from its meeting held on September 7, 2023, BE RECEIVED.

Motion Passed

3. (2.2) Capital Needs at City of London Golf Courses

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated October 4, 2023, related to Capital Needs at City of London Golf Courses:

- a) the Recreation and Sport Division, Neighbourhood and Community-Wide Services BE AUTHORIZED to draw from the Golf Course Reserve Fund to complete required capital needs;
- b) the funding BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report; and,
- c) the Civic Administration BE AUTHORIZED to undertake all actions necessary to complete required capital needs. (2023-R05D)

Motion Passed

4. (2.3) Canada-Ontario Community Housing Initiative and Ontario Priorities Housing Initiative Approval of Ontario Transfer Payment Agreement (Relates to Bill No. 371)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report, dated October 4, 2023, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to:

- a) approve the Ontario Transfer Payment Agreement, as appended to the above-noted by-law, between His Majesty the King in right of Ontario as represented by The Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) authorize the Deputy City Manager, Planning and Economic Development to approve any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years;
- d) authorize the Mayor and the City Clerk to execute any future amending agreements to the Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London with respect to the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and,

e) authorize the Deputy City Manager, Planning and Economic Development, or their written designate, to approve and execute any reports and Investment Plan required under the above-noted Agreement. (2023-F11)

Motion Passed

5. (4.1) Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager of Social and Health Development, the following actions be taken with respect to the staff report, dated October 4, 2023, related to the Alignment of Rent Supplement and Housing Allowance Programs to a Portable Benefit System:

- a) the Civic Administration BE AUTHORIZED to implement the recommendations of the Rent Supplement System Final Report, as appended to the above-noted staff report, subject to legislative authority and contractual obligations with the Province of Ontario;
- b) the Civic Administration BE DIRECTED to continue to gather input from internal and external partners, including people with lived experience, and to report back to the Community and Protective Services Committee annually about program implementation progress; and,
- c) the Deputy City Manager, Social and Health Development, or delegate, BE AUTHORIZED to reallocate existing Municipal, Provincial or Federal funding from one Portable Housing Benefit priority household group to another priority group as necessary. (2023-S11)

Motion Passed

8.2 14th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 14th Report of the Civic Works Committee BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 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) Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation

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 October 4, 2023, related to Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28 due to Excess Soils Regulation:

- a) the engineering fees for AECOM Canada Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-29 - Consulting Services for Rapid Transit and Infrastructure Improvements - Wellington Gateway project in accordance with the estimate on file, by \$288,834 (excluding HST), from \$6,490,902 to a total upset amount of \$6,779,736 in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the engineering fees for Dillon Consulting Ltd. BE INCREASED to recognize the additional scope of work for the RFP20-28 Consulting Services for Rapid Transit and Infrastructure Improvements - East London Link project in accordance with the estimate on file, by \$267,881 (excluding HST), from \$6,113,853 to a total upset amount of \$6,381,734 in accordance with Section 15.2 (g) of the 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; and,
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-T04)

Motion Passed

3. (2.2) SS-2023-232 Single Source Purchase Hydro Excavator

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-232 Single Source Purchase Hydro Excavator:

- a) approval BE GIVEN to execute a Single Source purchase in accordance with Section 14.4(g) of the City of London's Procurement of Goods and Services Policy;
- b) the single Source negotiated price BE ACCEPTED to purchase (1) Vactor Truvac HXX Hydro Excavator for a total estimated price of \$739,804.00 (excluding HST) from Joe Johnson Equipment Inc., 2521 Bowman St., Innisfil, Ontario, L9S 3V6;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(g) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-V01)

Motion Passed

4. (2.3) SS-2023-247 Single Source Contract Snow Plow Blade Parts

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated October 4, 2023, related to SS-2023-247 Single Source Contract Snow Plow Blade Parts:

- a) approval BE GIVEN to exercise the single source provisions of the Procurement of Goods and Services Policy under sections 14.4 (d) and (e) to contract with Valley Blades Ltd. 435 Philip Street, Waterloo Ontario for the supply and delivery of Snow Plow Blades, parts and accessories on City owned equipment for a one (1) year contract with an option to renew for four (4) additional years;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this contract; and,
- c) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2023-V02)

Motion Passed

5. (4.1) Joining the Smart Commute Program (Relates to Bill No. 370)

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 October 4, 2023, related to Joining the Smart Commute Program:

- a) the above-noted staff report BE RECEIVED;
- b) the by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023, to:
 - i) approve the Memorandum and Understanding between The Corporation of the City of London and the Smart Commute Association, substantially in the form as appended to the above-noted staff report; and,
 - ii) authorize the Mayor and the City Clerk to execute any document to give effect to the above-noted authorization;
- c) the Civic Administration BE DIRECTED to finalize arrangements with RideShark for the provision of the Integrated Mobility Tool, used by members of the Smart Commute Program to support program services, following the procedures set out in the Procurement of Goods and Services Policy; and,
- d) the Civic Administration BE DIRECTED to launch the Smart Commute London program in the fall of 2023. (2023-T10)

Motion Passed

8.3 24th Report of the Special Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 24th Report of the Special Strategic Priorities and Policy Committee BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

8.4 25th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 25th Report of the Strategic Priorities and Policy Committee, excluding item 6 (4.2), item 7 (4.3), and item 8 (4.4), BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

Councillor S. Franke discloses a pecuniary interest in Item 4.2, having to do with appointments to the London Transit Commission by indicating that her brother is an applicant.

Motion Passed

2. (2.1) City of London Strategic Financial Framework

Motion made by: S. Lewis

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

a) the City of London Strategic Financial Framework, as appended to the staff report dated October 10, 2023 as "Appendix A", BE APPROVED; and

b) the Civic Administration BE DIRECTED to make the Strategic Financial Framework available on the City's website.

Motion Passed

3. (2.2) Core Area Ambassador Pilot Program Review

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to a proposed strategy for the Core Area in alignment with the 2023-2027 City of London Strategic Plan:

- a) the staff report dated October 10, 2023, entitled "Core Area Ambassador Pilot Program Review" BE RECEIVED; and
- b) the Core Area Ambassador Pilot Program BE CONCLUDED at the end of 2023.

Motion Passed

4. (2.3) 6th Report of the Governance Working Group (Relates to Bill No. 375)

Motion made by: S. Lewis

That the following actions be taken with respect to the 6th Report of the Governance Working Group from its meeting held on September 25, 2023:

- a) the following actions be taken with respect to the draft Electronic Meeting Participation Policy:
 - i) the above-noted draft policy, as appended to the Governance Working Group agenda, BE APPROVED; and,
 - ii) the ~~attached~~ proposed by-law to enact the aforementioned policy BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023;
- b) the following actions be taken with respect to the 2023 Governance Working Group Deferred Matters List:
 - i) the Civic Administration BE DIRECTED to bring forward to the Strategic Priorities and Policy Committee revisions to the Selection Process Policy for Appointing Members to Committee, Civic Boards and Commissions and the Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy to enact the following:
 - A) the requirement to fully complete the selections for appointments of Council Members to standing committees during the selection voting process; and,
 - B) the requirement for members to fully complete the submission form(s) for consideration of appointments to standing committees;
 - ii) the above-noted Deferred Matters List BE RECEIVED; and
- c) clauses 1.1 and 5.1 BE RECEIVED for information.

Motion Passed

5. (4.1) 2023 Corporate Asset Management Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to 2023 Corporate Asset Management Plan:

- a) the report and the “2023 Corporate Asset Management Brochure” as appended to the staff report dated October 10, 2023 as Appendix “A” BE RECEIVED for information; and
- b) the “2023 Corporate Asset Management Plan”, as appended to the staff report dated as Appendix “B”, BE APPROVED; it being noted that the Strategic Priorities and Policy Committee received a presentation with respect to this matter.

Motion Passed

6. (4.2) Consideration of Appointments to the London Transit Commission

Motion made by: S. Lewis

That the following BE APPOINTED to the London Transit Commission for the term ending November 14, 2026:

- Jacqueline Madden
- David Little

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

Nays: (1): S. Trosow

Recuse: (1): S. Franke

Absent: (1): S. Hillier

Motion Passed (12 to 1)

7. (4.3) Lobbyist Registrar

Motion made by: S. Lewis

That the Strategic Priorities and Policy Committee receive a communication dated October 10, 2023 from Councillors D. Ferreira and S. Franke with respect to the Lobbyist Registrar.

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

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: D. Ferreira

Seconded by: S. Franke

That the Civic Administration BE DIRECTED to conduct a review and present a report on the feasibility, purpose, and associated expenses of implementing a mandatory municipal lobbyist registry. The review should encompass the establishment of a publicly accessible electronic portal for tracking lobbying activities within the municipality, the appointment of a registrar responsible for overseeing the registry, registration rules, potential exemptions, penalties, fines, enforcement mechanisms, and general provisions related to lobbying regulations;

Yeas: (6): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and E. Pelozza

Absent: (1): S. Hillier

Motion Failed (6 to 8)

8. (4.4) Establishing Homes Ontario

Motion made by: S. Lewis

That the following actions be taken with respect to correspondence from T. Kernaghan:

a) the correspondence from T. Kernaghan, Member of Provincial Parliament, London North Centre dated October 1, 2023 and entitled "Establishing Homes Ontario" BE RECEIVED;

b) the Government of Ontario BE ADVISED that the Municipal Council of The Corporation of the City of London supports the house debate of the following motion "that, in the opinion of this House, the Government of Ontario should establish and fund a new public agency called Homes Ontario to finance and build 250,000 new affordable and non-market homes on public land over ten years, to be operated and/or constructed by public, non-profit or co-op housing providers"; and

c) that this matter also BE REFERRED to the Association of Municipalities of Ontario (AMO) for consideration.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): P. Cuddy, S. Stevenson, J. Pribil, and P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 4)

At 2:04 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 2:07 PM, His Worship Mayor J. Morgan resumes the Chair.

8.5 16th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 16th Report of the Planning and Environment Committee, excluding item 7 (3.5) and item 8 (4.1), BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Delegation of Authority - Part Lot Control (Relates to Bill No. 374)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend By-law CP-17 being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act" to delegate the authority to pass by-laws to exempt all, or parts of, registered plans of subdivision from part-lot control. (2023-D25)

Motion Passed

3. (3.1) 10th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 10th Report of the Ecological Community Advisory Committee, from its meeting held on September 21, 2023:

a) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 2473 Oxford Street West BE FORWARDED to the Civic Administration for review and consideration;

b) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 465 Sunningdale Road West BE FORWARDED to the Civic Administration for review and consideration;

c) the appointment of S. Miklosi BE RESCINDED from the Ecological Community Advisory Committee due to lack of attendance; and,

d) clauses 1.1, 3.1 to 3.4, inclusive, 5.1 to 5.3, inclusive, 5.5 and 5.6, 6.1 to 6.5, inclusive, BE RECEIVED for information.

Motion Passed

4. (3.2) 3480 Morgan Avenue (OZ-9100 / 39T-22503) (Relates to Bill No. 377)

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 3480 Morgan Avenue:

a) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Holding Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*h-11*h-63*h-82*h-95*h-100*h-105*h-138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-54*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h*54*h-198(R9-7(_)-CSA5(3)) Zone; Holding Residential R9 Special Provision/ Community Shopping Area Special Provision (h*h*54*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1) BE REFUSED for the following reason:

i) a couple of additional 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 October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 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 Community Shopping Area Special Provision (h*h-11*h-63*h-82*h-95*h-100*h-105*h-135(CSA5(3)) Zone and a Holding Community Shopping Area Special Provision Zone (h*h-11*h-63*h-82*h-95*h-100*h-105*h-138(CSA5(3)) TO a Holding Residential R9 Special Provision (h*h-11*h-100*h-105*h-198(R9-4(_)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h*105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; Holding Residential R9 Special Provision/ Community Shopping Area Special Provision (h*h-11*h-54*h-100*h-105*h-198(R9-7(_)/CSA5(3)) Zone; and an Open Space (OS1);

c) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application by Sifton Properties Limited, relating to lands located at 3480 Morgan Avenue;

d) the Site Plan Approval Authority BE REQUESTED to consider the provision of short-term public bicycle parking in the development of each block through the site plan process; and,

e) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Sifton Properties Limited (File No. 39T-22503), prepared by Archibald, File No. 8-L-5709-A, March 17th 2022, which shows a draft plan of subdivision consisting of one (1) Medium Density Residential Blocks, three (3) Mixed-Use Blocks and one (1) Park Block and two new streets (Street A and B) SUBJECT TO conditions;

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

- L. Clark, Sifton Properties Limited;

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; and,
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;

it being acknowledged 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-D09)

Motion Passed

5. (3.3) 1236 Southdale Road East (Z-9634) (Relates to Bill No. 378)

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 of Aun Holdings Inc., relating to the property located at 1236 Southdale Road East:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 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 (R1-10) Zone TO a Holding Residential R5 Special Provision (h-17*R5-7(_)) Zone and Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) design the side elevation of the corner units that are facing the driveway and the amenity space with enhanced detail, such as wrap-around porches and a similar number of windows as is found on the front elevation to offer reasonable level of passive surveillance throughout the site;
 - ii) consider moving the garbage bins away from the view of the public street. If garbage bins cannot be moved to another location, provide all-season landscaping to screen the bins from the street and to provide a visual interest;
 - iii) provide details for the patio wall/enclosure. Ensure the patio walls/enclosures are of minimum required heights and provide all-season landscape buffers with clear sight lines to delineate the public and private realm along the street frontages and around the internal parking area;
 - iv) a 1.5 metre access aisle is required with the barrier-free parking stall in accordance with the Site Plan Control By-law; and,
 - v) the provision of short-term public bicycle parking in the development;

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;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; 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 infill development that provides choice and diversity in housing options;

it being acknowledged 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-D09)

Motion Passed

6. (3.4) Amendment to Increase Additional Residential Unit Permissions (OZ-9651) (Relates to Bills No. 372 and 379)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, with respect to the Official Plan and Zoning By-law requirements for additional residential units, the following actions be taken:

- a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND the Official Plan for the City of London, 2016, to change the maximum permitted Additional Residential Units within single detached dwellings, semi-detached dwellings or street townhouse dwellings FROM a maximum of two additional residential units permitted TO a maximum of three additional residential units permitted;
- b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 TO AMEND Zoning By-law No. Z.-1, (in conformity with the City of London Official Plan, 2016, as amended in part a) above); and,
- c) the Civic Administration BE DIRECTED to remove the bedroom limit city-wide, except Near Campus Neighbourhoods, and report back on possible limits to Near Campus Neighbourhoods (NCN); it being noted that the Civic Administration has been directed to undertake a review of the current five-bedroom limit and to report back at a future meeting of the Planning and Environment Committee;

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

- a communication dated September 6, 2023 from H. Schreff, London Hydro; and,
- a communication dated September 15, 2023 from A. Laverty, Upper Thames River Conservation Authority;

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

- M. Wallace, London Development Institute;
- J.M. Fleming, City Planning Solutions, on behalf of Copp Realty Corp.;
- E. Poirier, University Students Council, Western University;
- S. Levin; and,
- J. Lepri;

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 general intent of The London Plan, including, but not limited to the Neighbourhoods Place Type, Policy 942; and,
- the recommended amendment supports Council's commitment to increase housing supply and affordability;

it being acknowledged 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)

Motion Passed

9. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List dated September 26, 2023 BE REFERRED to the October 17, 2023 Council meeting for a decision.

Motion Passed

7. (3.5) 50 King Street and 399 Ridout Street (OZ-9622) (Relates to Bills No. 373 and 380)

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 50 King Street London Limited, relating to the property located at 50 King Street & 399 Ridout Street North:

a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend the Official Plan for the City of London, 2016, to create a specific area policy in the Downtown Place Type at 50 King Street & 399 Ridout Street to permit increased height of fifty three (53) storeys and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, as amended in part (a) above, to change the zoning of the subject property FROM a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone TO a holding Downtown Area

Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:

- i) provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;
- ii) provide building entrances from the residential lobbies to King Street;
- iii) provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;
- iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing;
- v) implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
- vi) provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
- vii) provide a Building Condition Assessment and Strategic Conservation Plan;
- viii) implement construction monitoring for archaeological resources;
- ix) provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
- x) provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
- xi) provide parking underground and ensure there are no blank walls associated with the parking structure; and,
- xii) provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses; and,

d) 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 communications with respect to these matters:

- a communication dated September 22, 2023, from J. Lownie;
 - a communication dated September 27, 2023, from J. Hall;
 - a communication dated September 28, 2023, from N. Knight;
 - a communication dated September 27, 2023, from J. Potter;
 - a communication dated September 26, 2023, from B. and J. Timney;
 - a communication from J. and B. Earley;
 - a communication dated September 28, 2023, from J. Donnelly;
- and,
- a communication dated September 28, 2023, from D. Erskine;

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

- S. Allen, MHBC Planning;
- C. Quintyn;
- B. Earley;

- S. Levin;
- C. Spina;
- J. Fontana;
- A-M. Valastro;
- J-M. Metrailler;
- J. Easton;
- J.M. Fleming;
- D. Erskine;
- J. Donnelly;
- S. Britt;
- S. Bentley;
- Martin;
- J. Jacobson;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Direction, Downtown Place Type and Criteria for Specific Policies; and,
- the recommended amendment facilitates the development of a prominent site within the Downtown, Built Area Boundary and Primary Transit Area;

it being acknowledged 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-D09)

Motion made by: S. Franke

Seconded by: A. Hopkins

That part c) of the clause BE AMENDED with respect to parts iv), and the addition of parts xiii) and xiv), as follows:

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, and request the applicants' ornithological report from their ornithologist consultant regarding bird friendly practices BE CIRCULATED to the appropriate advisory committee for review and feedback;

xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and

xiv) ensure a level of LEED or similar green certification is achieved; and

Motion made by: S. Lewis

Seconded by: S. Stevenson

That part c) of the clause BE FURTHER AMENDED with respect to part iv):

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, as consistent with the London Plan section 304;

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelosa

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

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (10 to 3)

Motion made by: S. Franke

Seconded by: S. Lewis

That part c) of the clause BE AMENDED with respect to parts iv), and the addition of parts xiii) and xiv), as follows:

iv) utilize visual markers, etched or stained glass to provide bird-friendly glazing, as consistent with the London Plan section 304;

xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and

xiv) ensure a level of LEED or similar green certification is achieved; and

Yeas: (8): Mayor J. Morgan, H. McAlister, S. Lewis, J. Pribil, S. Trosow, A. Hopkins, S. Franke, and E. Pelosa

Nays: (5): P. Cuddy, S. Stevenson, C. Rahman, S. Lehman, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (8 to 5)

Motion made by: D. Ferreira

Seconded by: S. Trosow

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

A matter pertaining to solicitor-client privilege with respect to 50 King Street and 399 Ridout Street.

Yeas: (9): Mayor J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, and D. Ferreira

Nays: (4): H. McAlister, S. Lewis, S. Franke, and E. Pelosa

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (9 to 4)

That Council convenes In Closed Session, from 2:43 PM to 3:05 PM.

Motion made by: S. Lewis

Seconded by: S. Franke

That item 7 (3.5), as amended, BE APPROVED.

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

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (1): S. Hillier

Motion Passed (11 to 2)

At 3:25 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 3:29 PM, His Worship Mayor J. Morgan resumes the Chair.

Item 7, clause 3.5, as amended, reads as follows:

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 50 King Street London Limited, relating to the property located at 50 King Street & 399 Ridout Street North:

a) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend the Official Plan for the City of London, 2016, to create a specific area policy in the Downtown Place Type at 50 King Street & 399 Ridout Street to permit increased height of fifty three (53) storeys and by ADDING the subject lands to Map 7 – Specific Policy Areas – of The London Plan;

b) the proposed by-law appended to the staff report dated October 3, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 17, 2023 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, as amended in part (a) above, to change the zoning of the subject property FROM a Community Facility/Downtown Area (CF1/DA2*D350*H15) Zone; and a holding Downtown Area Bonus (h-3*h-5*h-18*h-149*h-207*DA1*D350*H15*B-36) Zone TO a holding Downtown Area Special Provision (h-5*h-18*h-103*h-149*h-207*h-()*DA2()*D1250*H186) Zone; an Open Space (OS4) Zone and an Open Space Special Provision (OS2()) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:

i) provide a publicly-accessible, barrier-free path of travel from Ridout Street North to the Thames Valley Parkway and Ivey Park;

ii) provide building entrances from the residential lobbies to King Street;

iii) provide a minimum transparent glazing on the ground floor of 25% on abutting King Street for Tower 2, a minimum of 40% abutting King Street for Tower 1, and a minimum of 60% abutting Ridout Street North for Tower 1;

iv) utilize visual markers, etched or stained glass to provide bird-

- friendly glazing, as consistent with the London Plan section 304;
- v) implement mitigation measures recommended from the wind study to minimize the impacts of wind on outdoor amenity areas and pedestrian areas;
 - vi) provide a minimum 1.0m stepback of the podium above the third floor for Tower 1: adjacent to the existing courthouse, along Ridout Street North, and along King Street;
 - vii) provide a Building Condition Assessment and Strategic Conservation Plan;
 - viii) implement construction monitoring for archaeological resources;
 - ix) provide and implement a Temporary Protection Plan prior to and during construction, to evaluate impacts on the existing heritage buildings;
 - x) provide a Commemoration Plan to recognize the historic significance of the site through cultural heritage interpretative signage, features, and other design elements.
 - xi) provide parking underground and ensure there are no blank walls associated with the parking structure; and,
 - xii) provide landscaped terracing towards and along Ivey Park that addresses the change in grade and provides for active uses;
 - xiii) implement a robust solar installation along tops of Towers and include a minimum of 5% EV charging stations in underground parking; and
 - xiv) ensure a level of LEED or similar green certification is achieved; and

d) 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 communications with respect to these matters:

- a communication dated September 22, 2023, from J. Lownie;
 - a communication dated September 27, 2023, from J. Hall;
 - a communication dated September 28, 2023, from N. Knight;
 - a communication dated September 27, 2023, from J. Potter;
 - a communication dated September 26, 2023, from B. and J. Timney;
 - a communication from J. and B. Earley;
 - a communication dated September 28, 2023, from J. Donnelly;
- and,
- a communication dated September 28, 2023, from D. Erskine;

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

- S. Allen, MHBC Planning;
- C. Quintyn;
- B. Earley;
- S. Levin;
- C. Spina;
- J. Fontana;
- A-M. Valastro;
- J-M. Metrailler;
- J. Easton;
- J.M. Fleming;
- D. Erskine;
- J. Donnelly;

- S. Britt;
- S. Bentley;
- Martin;
- J. Jacobson;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Key Direction, Downtown Place Type and Criteria for Specific Policies; and,
- the recommended amendment facilitates the development of a prominent site within the Downtown, Built Area Boundary and Primary Transit Area;

it being acknowledged 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-D09)

8. (4.1) Urban Design Peer Review Panel

Motion made by: S. Lehman

That the communication from Deputy Mayor S. Lewis and Councillor S. Lehman with respect to the Urban Design Peer Review Panel BE REFERRED to the October 17, 2023 Council meeting for a decision;

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

- a communication dated September 28, 2023 from C. O'Brien, Drewlo Holdings Inc.; and,
- a request for delegation status and a communication dated September 28, 2023 from M. Wallace, London Development Institute.

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

That the Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel.

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

That the matter of the dissolution of the Urban Design Peer Review Panel BE REFERRED to a future meeting of the Planning and Environment Committee.

Yeas: (6): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and E. Peloza

Absent: (1): S. Hillier

Motion Failed (6 to 8)

Motion made by: H. McAlister
Seconded by: S. Lewis

That the motion BE AMENDED to add a part b) as follows:

that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design.

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

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

Absent: (1): S. Hillier

Motion Passed (11 to 3)

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

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

Motion Passed

The Council recesses at 4:27 PM and reconvenes at 4:54 PM.

Motion made by: C. Rahman
Seconded by: A. Hopkins

Motion to AMEND by adding a part c)

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel.

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

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Motion made by: S. Lewis
Seconded by: H. McAlister

Motion to approve part a), as amended, to read as follows:

that Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel;

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

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

Absent: (1): S. Hillier

Motion Passed (10 to 4)

Motion made by: S. Lewis

Seconded by: H. McAlister

Motion to approve part b), as amended, to read as follows:

that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) back to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design.

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

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

Absent: (1): S. Hillier

Motion Passed (11 to 3)

Motion made by: S. Lewis

Seconded by: H. McAlister

Motion to APPROVE, as amended part c)

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel.

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

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

Item 8, clause 4.1, as amended, reads as follows:

That, the following actions be taken with respect to the Urban Design Peer Review Panel:

a) that Civic Administration BE DIRECTED to take the necessary steps to provide for the immediate dissolution of the Urban Design Peer Review Panel;

b) that Civic Administration BE DIRECTED to bring the Terms of Reference for the Community Advisory Committee on Planning (CACP) back to a future Strategic Priorities and Policy Committee meeting for consideration of the inclusion of urban design; and

c) that Civic Administration BE DIRECTED to provide an information report that addresses the matter of the Urban Design Awards and any other matters relevant to the dissolution of the Urban Design Peer Review Panel;

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

- a communication dated September 28, 2023 from C. O'Brien, Drewlo Holdings Inc.; and,
- a request for delegation status and a communication dated September 28, 2023 from M. Wallace, London Development Institute.

8.6 17th Report of the Corporate Services Committee

Motion made by: S. Lewis

That the 17th Report of the Corporate Services Committee, excluding item 6 (4.1), BE APPROVED.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

At 5:37 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 5:40 PM, His Worship Mayor J. Morgan resumes the Chair.

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

It BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) City of London's Credit Rating

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

3. (2.2) 2023 Mid-Year Operating Budget Monitoring Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated October 3, 2023, with respect to the

2023 Mid-Year Operating Budget Monitoring Report, BE RECEIVED; it being noted that the year-end positions could fluctuate based on factors beyond the control of the Civic Administration:

- Property Tax Supported Budget projected surplus of \$18.0 million;
- Water Rate Supported Budget projected surplus of \$5.5 million;
- Wastewater and Treatment Rate Supported Budget projected surplus of \$3.7 million;

it being further noted that Property Tax, Water, and Wastewater & Treatment Budget surplus will be allocated in accordance with the Council Approved Surplus/Deficit Policy.

Motion Passed

4. (2.3) 2023 Mid-Year Capital Budget Monitoring Report

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2023 Mid-Year Capital Budget Monitoring Report:

a) the 2023 Mid-Year Capital Budget Monitoring Report BE RECEIVED for information, it being noted that the life-to-date capital budget represents \$3.4 billion with \$1.9 billion committed and \$1.5 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping budget adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by amending by-law No. CPOL.-45(b)-239;

b) the completed capital projects, totaling \$3.4 million of net surplus funding, included in Appendix "B" as appended to the staff report dated October 3, 2023, BE CLOSED;

c) the funding associated with the rate supported capital projects approved for closure in b) be discharged as follows:

- i) pay-as-you-go funding of \$15 thousand BE TRANSFERRED from capital receipts;
- ii) authorized debt financing of \$2 thousand BE RELEASED resulting in a reduction of authorized, but unissued debt;
- iii) uncommitted reserve fund drawdowns of \$169 thousand BE RELEASED back into the reserve funds which originally funded the projects;

d) the funding associated with the non-rate supported capital projects approved for closure in b) be discharged as follows:

- i) uncommitted reserve fund drawdowns of \$2.5 million BE RELEASED back into the reserve funds which originally funded the projects;
- ii) other net non-rate supported funding sources of \$758 thousand BE ADJUSTED in order to facilitate project closings.

Motion Passed

5. (2.4) SS-2023-252 New Fibre Network Service Installation for Fire Station No. 15

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the new fibre network service installation required for the new Fire Station No. 15 at 2340 Old Victoria Road:

- a) approval BE GIVEN to execute a Single Source purchase as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) Single Source negotiated price BE ACCEPTED to secure the installation of the new fibre network service required for the operation of the new Fire Station No. 15 for a total price of \$113,850.00 (excluding HST) from Rogers Communications Canada Inc.;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the staff report dated October 3, 2023 as Appendix "A".

Motion Passed

7. (4.2) Application - Issuance of Proclamation - National Day of Awareness (Economic Abuse Awareness Day)

Motion made by: S. Lewis

That based on the application dated September 18, 2023 from the Canadian Centre for Women's Empowerment, the request BE RECEIVED.

Motion Passed

8. (4.3) Application - Issuance of Proclamation - Turkish Republic Day

Motion made by: S. Lewis

That based on the application dated September 29, 2023 from the Federation of Canadian Turkish Associations, October 29, 2023 BE PROCLAIMED Turkish Republic Day.

Motion Passed

6. (4.1) Budweiser Gardens Proposed Expansion - Additional Information and Proposed Amending Agreement (Relates to Bill No. 369)

Motion made by: S. Lewis

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

- a) the report providing additional information on the proposed Budweiser Gardens Expansion BE RECEIVED for information;
- b) the proposed by-law as appended to the staff report dated October 3, 2023 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on October 17, 2023 to execute the proposed amending agreement to the Participatory Occupancy Lease (Schedule “A”) related to the Budweiser Gardens Expansion project;
- c) the source of financing for the proposed expansion BE APPROVED as set out in the Source of Financing Report as appended to the staff report as Appendix “B”; and
- d) the Civic Administration BE DIRECTED to confirm concurrence in writing for the contract extension with Ovations Food Services, L.P.;

it being noted that ~~the attached~~ questions were submitted by Councillor S. Trosow.

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

Nays: (1): S. Trosow

Absent: (1): S. Hillier

Motion Passed (13 to 1)

At 5:54 PM, His Worship Mayor J. Morgan, places Councillor S. Lehman in the Chair.

At 5:58 PM, His Worship Mayor J. Morgan resumes the Chair.

9. Added Reports

9.1 14th Report of Council in Closed Session

Motion made by: C. Rahman

Seconded by: Mayor J. Morgan

1. Lease of Office Space - Lease Agreement – 520 Wellington Street, Unit 10 – Centennial House

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Fleet & Facilities, on the advice of the Director, Realty Services, with respect to the lease of commercial office space located at 520 Wellington Street, Unit 10 (Centennial House), a new Lease Agreement (the “Lease”), attached as Appendix “A”, between the City and Centennial House Limited (the “Landlord”), for the lease of approximately 1,569 square feet of rentable space located at 520 Wellington Street, Unit 10, for a term of two (2) years commencing December 1, 2023 and ending November 30, 2025, at a net rent of \$8.75 per square foot for the duration of the term, with two (2) further options to renew for two (2) years BE APPROVED.

Yeas: (13): 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, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: P. Cuddy

Seconded by: S. Stevenson

That Introduction and First Reading of Bill No.'s 368 to 378, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): 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, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

Motion made by: H. McAlister

Seconded by: J. Pribil

That Second Reading of Bill No.'s 368 to 379, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): 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, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

Motion made by: D. Ferreira

Seconded by: C. Rahman

That Third Reading and Enactment of Bill No.'s 368 to 379, and Added Bill No. 381, and excluding Bill No.'s 369 and 373, BE APPROVED.

Yeas: (13): 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, and D. Ferreira

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (13 to 0)

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

That Introduction and First Reading of Bill No. 369, BE APPROVED.

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

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

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

That Second Reading of Bill No. 369, BE APPROVED.

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

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

Motion made by: E. Pelozza
Seconded by: P. Cuddy

That Third Reading and Enactment of Bill No. 369, BE APPROVED.

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

Nays: (1): S. Trosow

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (12 to 1)

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

That Introduction and First Reading of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozza

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

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

That Second Reading of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozo

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

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

That Third Reading and Enactment of Bill No.'s 373 and 380, BE APPROVED.

Yeas: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, and E. Pelozo

Nays: (2): S. Trosow, and D. Ferreira

Recuse: (1): P. Van Meerbergen

Absent: (2): A. Hopkins, and S. Hillier

Motion Passed (10 to 2)

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

Bill No. 368	By-law No. A.-8420-283 - A by-law to confirm the proceedings of the Council Meeting held on the 17th day of October, 2023. (City Clerk)
Bill No. 369	By-law No. A.-8421-284 - A by-law to authorize and approve an Amending Agreement with respect to the Participatory Occupancy Lease for Budweiser Gardens and to authorize the Mayor and the City Clerk to execute the Amending Agreement. (4.1b/17/CSC)
Bill No. 370	By-law No. A.-8422-285 - A by-law to authorize and approve a Memorandum of Understanding between the Smart Commute Association and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (4.1/14/CWC)
Bill No. 371	By-law No. A.-8423-286 - A by-law to approve the Ontario Transfer Payment Agreement between His Majesty the King in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding under the Canada-Ontario Community Housing Initiative and the Ontario Priorities Housing Initiative for the 2023-2024 and 2024-2025 fiscal years; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/15/CPSC)
Bill No. 372	By-law No. C.P.-1512(cj)-287 - A by-law to amend The Official Plan for the City of London, 2016 relating to Policy 942 (3.4a/16/PEC)
Bill No. 373	By-law No. C.P.-1512(ck)-288 - A by-law to amend The Official Plan for the City of London, 2016 relating to 50 King Street & 399 Ridout Street North (3.5a/16/PEC)
Bill No. 374	By-law No. CP-17-23008 - A bylaw to amend By-law CP-17, as amended, being "A by-law to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act" to delegate certain portions of Council's assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act. (2.1/16/PEC)
Bill No. 375	By-law No. CPOL.-401(a)-289 - A by-law to amend By-law No. CPOL.-401-173 being "Electronic Participation of Council Members at Council and Standing Committee Meetings" to repeal and replace Schedule "A". (2.3/25/SPPC)
Bill No. 376	By-law No. L.S.P.-3513-290 - A by-law to designate 1350 Wharnccliffe Road South to be of cultural heritage value or interest. (2.3/13/PEC)
Bill No. 377	By-law No. Z.-1-233145 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 3480 Morgan Avenue (3.2b/16/PEC)
Bill No. 378	By-law No. Z.-1-233146 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1236 Southdale Road East (3.3/16/PEC)
Bill No. 379	By-law No. Z.-1-233147 - A by-law to amend By-law No. Z.-1 to adjust Section 4.37, Provision 2 (3.4b/16/PEC)

Bill No. 380	By-law No. Z.-1-233148 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 50 King Street & 399 Ridout Street North (3.5b/16/PEC)
Bill No. 381	By-law No. A.-8424-291 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Centennial House Limited, for the lease of office space located at 520 Wellington Street being Unit 10, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/17/CSC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 6:24 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

CENTENNIAL HOUSE LIMITED

- and -

THE CORPORATION OF THE CITY OF LONDON

LEASE

Municipal Address of Property:

Unit 10,
520 Wellington Street
London, Ontario

**Morrison Brown Sosnovitch LLP
Barristers and Solicitors**

**Phone: (416) 368-0600
Fax: (416) 368-6068**

Appendix A – Lease Agreement

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Appendix A – Lease Agreement

THIS LEASE, dated September 25, 2023, is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

ARTICLE 1.0 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.01 BASIC TERMS

- (a) (i) Landlord: **CENTENNIAL HOUSE LIMITED**
- (ii) Landlord Address: c/o Briarlane Rental Property Management Inc.
85 Spy Court, Suite 100
Markham, Ontario L3R 4Z4
Tel No. (905) 944-9406 Fax No.: (905) 944-9083
- (b) Tenant: **THE CORPORATION OF THE CITY OF LONDON**
- (c) n/a
- (d) Premises: Unit 10
520 Wellington Street
London, Ontario
- (e) Floor Area: Approximately one thousand, five hundred and sixty-nine (1,569) square feet
- (f) (i) Term: Two (2) years
- (ii) Commencement Date: December 1, 2023
- (iii) Termination Date: November 30, 2025
- (iv) Extension Options: Two (2) terms of two (2) years consecutive to the term of this Lease on the terms and conditions as more specifically provided for in Schedule "C" hereto.

- (g) Basic Rent – Semi-Gross:

Period	Rent per Sq. Foot	Rent per Annum	Rent per month
December 1, 2023 to November 30, 2025	\$8.75	\$13,728.75	\$1,144.06

The Tenant shall pay to the Landlord any goods and services tax, including harmonized sales tax or other value added taxes or similar taxes levied or assessed on rents payable hereunder. A failure to pay such taxes shall be a default of this Lease and shall be treated as if it were a failure to pay Rent hereunder.

- (h) Use of Premises: The Premises shall be used as general administrative offices only. In no event may the Tenant use, or permit the use of, the Premises for outreach or the provision of any client facing services.
- (i) n/a
- (j) Landlord's Work and/or Tenant's Work: The Tenant agrees to accept the Premises "as is, where is".
- (k) Early Occupancy: November 1, 2023 to November 30, 2023 free of all Rent as set out in Section 3.02 herein.

The foregoing Basic Terms are hereby approved by the parties and that reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable Sections of this Lease where such Basic Terms are more fully set forth.

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1.02 SCHEDULES

All schedules to this Lease are hereby deemed incorporated herein and made part of this Lease.

1.03 DEFINITIONS

In this Lease, the following words, phrases and expressions are used with the meanings defined as follows:

1. Additional Rent shall mean all sums of money and charges, other than Basic Rent, which are required to be paid by the Tenant pursuant to any provision of this Lease.
2. Basic Rent means the annual rent plus HST described in Section 1.01(g) hereof.
3. Basic Terms means those terms set out in Section 1.01.
4. Building means the building in which the Premises are located, municipally known as 520 Wellington Street, London, Ontario.
5. Common Areas means all lands, improvements, facilities, utilities, installations and equipment which are provided or designated (and which may be altered, reconstructed, expanded or withdrawn from and added to such designation, all subject to the provisions of this Lease) from time to time by the Landlord for the use by the Tenant and its agents, invitees, servants, employees, licensees and customers in common with others and includes, without limitation, the Parking Areas; sidewalks and landscaped areas; loading areas and freight elevators; pylon signs; electrical systems and equipment; alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment; general signs and information facilities; public telephones, public lockers and coat checking facilities; decor, furnishings, fountains and features; public washrooms, maintenance workshops, boiler and fan rooms and trash disposal facilities. Common Areas shall exclude those areas, facilities, utilities, improvements, equipment and installations which are not designated or intended by the Landlord to be leased to, or used by, tenants of the Building.
6. Common Area Costs means all of the Landlord's costs, charges and expenses of repairing, operating, insuring, replacing and maintaining the Complex including the Common Areas from time to time including, without limitation or duplication the following:
 - (a) lighting, heating, air-conditioning and supplying water, electricity, fuel and other utilities except to the extent that such costs are charged directly to the tenants by third parties; cleaning; janitorial services and supplies; the cost of any equipment or supplies purchased, leased or rented by the Landlord for maintaining or operating the Complex; trash collection, storage and removal; operation and maintenance of any loading docks and shipping areas; operation and maintenance of public restrooms; snow and ice removal; maintaining exterior areas including exterior walls, doors, windows, signs, fences, Parking Areas, sidewalks, walkways and curbs, landscaping, seasonal displays, including repairing and replacing as necessary; the cost of leasing or purchasing or renting any common signage or directories, the electrical systems and equipment, and the public address, music and alarm systems; planting and landscaping; business taxes, place of business taxes and other taxes levied in respect of or fairly attributable to the Common Areas; supervising, policing and security; repairs and replacements to the components of the Complex and equipment which by their nature require periodic replacement or substantial repair; Property Taxes, if not already included in Additional Rent pursuant to ARTICLE 6.0; insurance premiums if not already included in Additional Rent; the expense of operating the on-site administration office including office supplies, office expenses and personnel wages and payroll expenses of employees who are responsible for the maintenance or operation of the Complex; bookkeeping, accounting and audit costs;
 - (b) periodic depreciation, calculated in accordance with generally accepted accounting practice, on the capital cost of machinery, equipment and fixtures which by their nature require periodic replacement or substantial replacement (including without limitation heating, ventilating and air-conditioning equipment and systems, public address, music and alarm systems, maintenance, janitorial and cleaning equipment and machinery, material handling equipment and machinery); plus
 - (c) an administration fee to the Landlord equal to fifteen percent (15%) of the aggregate of the aforesaid costs, charges and expenses in each year other than those in respect of Property Taxes, insurance premiums, and depreciation.

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7. Complex means the lands comprising the premises known municipally as 520 Wellington Street, London, Ontario and all buildings and improvements from time to time erected thereon and their appurtenances, all as the same may be expanded or altered in accordance with this Lease from time to time, excluding any residential components.
8. Fixturing Period means the period commencing on the date set by the Landlord during which the Tenant shall be entitled to access to and possession of the Premises for the purpose of fixturing and stocking the Premises.
9. Floor Area, floor area means the area, expressed in square feet or such other unit as the Landlord may determine, of each floor in each interior rentable premise in the Complex, calculated by measuring from the exterior surfaces of the exterior walls and of all walls adjoining Common Areas, from the center line of party or demising walls separating two or more rentable areas and from the lease line separating areas where no wall exists, all without deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway areas recessed from the lease line, the confirmation of which by the Landlord's architect is to be conclusive, and when used in respect of the Premises means the area of each floor in the Premises, calculated as aforesaid, as set out in Section 1.01(e). The floor area of kiosks shall be determined by measurement of the Landlord acting reasonably. Notwithstanding anything to the contrary in this Lease, in no event shall the floor area be less than the amount set out in Section 1.01(e).
10. Gross Leaseable Area of the Complex or any specified portion thereof means the aggregate, from time to time, of all leaseable floor areas in all interior rentable premises in the Complex or in such specified portion, as the case may be; provided that the floor areas of any offices, kiosks, any storage spaces, basement areas, mezzanines, temporary display areas and any food supermarkets shall be excluded.
11. HST means the taxes levied, rated, charged or assessed pursuant to The Excise Tax Act in connection with this Lease; the rent payable hereunder and/or services provided to the Tenant by the Landlord.
12. Indemnifier means the party or parties described in Section 1.01(c) and its heirs, executors, administrators and successors.
13. Landlord means Centennial House Limited and its successors and assigns.
14. n/a
15. Lease means this lease as from time to time amended in writing by the parties hereto.
16. Lease Year means, in the case of the first Lease Year, the period beginning on the earlier of the First Day of the Term set out in Section 1.01(f)(ii) and terminating twelve (12) months from the last day of the month in which the First Day of the Term occurs (except that if the First Day of the Term occurs on the first day of a month, the first Lease Year shall terminate on the day prior to the first anniversary of the First Day of the Term) and, in the case of each subsequent Lease Year, means each twelve (12) month period after the first Lease Year, the last of which shall terminate on the Termination Date.
17. Minimum Rent means the rent set out in Section 1.01(g) and payable in accordance with ARTICLE 4.0.
18. Notice includes without limitation, requests, demands, designations, statements or other writings in this Lease required or permitted to be given by the Landlord to the Tenant or to the Landlord and all originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.
19. Parking Areas means the paved portions of the Complex lands which have been and are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed in the Complex.
20. Premises means that portion of the Complex referred to in Section 1.01(d) hereof.
21. Promotion Fund means the fund maintained by the Landlord with respect to promotional advertising and public relations in connection with the Complex and to which the Tenant shall contribute.

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22. Property Taxes means all taxes, rates, duties, assessments, local improvement rates, impost charges or levies which may be levied, rated, charged or assessed against property, whether real or personal, moveable or immovable, by any authority having jurisdiction, whether municipal, federal, provincial, school board, utility commission or other, now charged or chargeable or hereafter charged or chargeable upon the Complex or upon the Landlord on account thereof, and includes any taxes or levies which may be imposed on the Landlord, or anyone else on account or in lieu thereof, whether or not forming a charge on the property itself, and any other taxes, rates, duties, assessments or levies which may hereafter be levied in lieu of, or of a nature similar to the foregoing, and whether recurring annually or at other intervals or on a special or single instance basis only. In the event that during the Term the legislation enacting Property Taxes is amended to replace the taxes previously levied with a new tax or taxes whether levied on the same basis or a different basis by the same level of government or not, the definition of Taxes shall be amended accordingly with the intent that the tax obligations as previously borne by the Tenant shall not be shifted from the Tenant to the Landlord.
23. Proportionate Share of Tenant, Tenant's Proportionate Share means, in respect of each item or category of Additional Rent relating to the Premises and any or all other rental premises in the Complex, that proportion of the amount of such item or category of Additional Rent which the Floor Area of the Premises bears to the Gross Leaseable Area of either the Complex or of the portion of the Complex, including the Premises, to which such item or category of Additional Rent relates, as the case may be.
24. Rent means the Semi-Gross Rent, Additional Rent and any other amount payable by the Tenant pursuant to this Lease.
25. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "A" and all amendments and additions thereto made by the Landlord in accordance with this Lease.
26. Semi-Gross Rent means the annual rent plus HST described in Section 1.01(g) hereof.
27. Tenant means the party or parties described in Section 1.01(b) and its heirs, executors, administrators, successors and permitted assignees thereof.
28. n/a
29. Termination Date means the date set out in Section 1.01(f)(iii).

ARTICLE 2.0 - GRANT OF LEASE

2.01 DEMISE

The Landlord hereby leases to the Tenant and the Tenant leases from the Landlord, for the Term and upon and subject to the covenants and conditions hereinafter expressed, the Premises. The parties having inspected the premises acknowledge that the Tenant agrees to accept the premises in the condition it is in as of the First Day of the Term subject to the performance by the Landlord of any work required to be done by pursuant to any offer to lease or agreement to lease between the parties for these Premises. The Tenant acknowledges that it has inspected the Premises and agrees to accept same in an "as-is" condition.

2.02 LICENCE TO USE COMMON AREAS

The Landlord grants to the Tenant for the Term as an appurtenant part of this Lease, for use by the Tenant and its agents, invitees, servants, employees, licensees and customers, in common with the Landlord and other tenants of the Complex and their respective agents, invitees, servants, employees, licensees and customers, the non-exclusive right and licence to use the Common Areas for the purposes as provided herein and in accordance with good Complex practice, upon and subject to the covenants and conditions hereinafter expressed, and in particular, without limiting the generality of the foregoing, such right, servitude, right-of-way and licence of use hereby granted to the Tenant shall include:

- (a) the right to use the Parking Areas (including the means of pedestrian and vehicular access and the entrances and exits to and from the Complex included therein, but excluding those portions thereof which constitute any outdoor selling areas and other areas allocated to a tenant or licensee on a seasonal or temporary basis while used and occupied) for the purpose of pedestrian and vehicular access to and from the Complex and the parking of vehicles in parking spaces provided therein;
- (b) the right of pedestrian passage and repassage through each level and every portion of the Building (but excluding those portions thereof which are occupied by kiosks or allocated

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to a tenant or licensee on a temporary basis) for the purpose of gaining access to or from every portion of the Complex open to the public; and

- (c) the right to use the public washrooms, corridors, entrances and exits to buildings and all other facilities provided for common use and enjoyment as part of the Common Areas.

2.03 RELOCATION OF PREMISES

Tenant agrees that, despite any other provision of this Lease, Landlord has the right at any time during the Term to relocate the Premises to alternative space within the Complex, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the current Premises. In the event the Landlord exercises its right to relocate, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the direct out-of-pocket costs incurred by the Tenant solely as a result of relocating to the New Premises. In no case will Tenant be reimbursed or compensated for indirect costs including overhead, overtime charges or loss of profits and Tenant agrees to minimize its costs by re-using all fixtures and trade fixtures where it is feasible to do so in the New Premises. The Tenant will surrender possession of the Premises upon the relocation date set forth in the relocation notice (the "Relocation Date") from the Landlord, failing which Tenant shall be deemed to be overholding in the Premises. Landlord's exercise of its rights under this section does not constitute a re-entry or a breach of Landlord's covenant for quiet enjoyment contained in this Lease or implied by law. The terms and conditions of this Lease shall be deemed to be amended as of the Relocation Date and the New Premises shall be referred to as Premises thereafter.

2.04 SEMI-GROSS LEASE

It is intended that this Lease and the tenancy created hereby is a semi-gross lease and tenancy.

ARTICLE 3.0 - TERM, COMMENCEMENT

3.01 TERM

The Term of this Lease shall be for the period set out in Section 1.01(f)(i), beginning on the First Day of the Term set out in Section 1.01(f)(ii) and terminating on the Termination Date set out in Section 1.01(f)(iii). The Tenant shall occupy the Premises on the First Day of the Term, and subject to the completion of its fixturing of the Premises as soon as reasonably possible thereafter, open for business as soon thereafter as its fixturing is complete.

3.02 EARLY OCCUPANCY

The Landlord shall grant the Tenant early occupancy of the Premises free of Rent from November 1, 2023 to November 30, 2023 (the "Early Occupancy") in order for the Tenant to complete its renovations and alterations of the Premises. The Early Occupancy will be conditional upon the Tenant obtaining all required occupancy permits and insurance as set out herein prior to such occupancy. The Tenant will be responsible for the payment of utilities consumed in the Premises and will be bound by all other terms and conditions of this Lease during the Early Occupancy.

ARTICLE 4.0 - RENT

4.01 SEMI-GROSS RENT

The Tenant shall pay to the Landlord in and for each Lease Year, Semi-Gross Rent in the amount per annum set out in Section 1.01(g) for the respective Lease Year, by equal consecutive monthly instalments in the amount set out in Section 1.01(g) for such Lease Year, subject to the adjustment provisions of Section 4.02. The Semi-Gross Rent includes the Tenant's share of the Common Area Costs.

4.02 ADJUSTMENT OF SEMI-GROSS RENT

In the event that the Floor Area is revised in accordance with Section 12.05, the Semi-Gross Rent for each Lease Year shall be recalculated automatically by multiplying the revised Floor Area by the amount per square foot set out in Section 1.01(g) for the respective Lease Year and the amount of the equal monthly instalments for such Lease Year shall be deemed to have been amended accordingly. Upon any such revision of Floor Area, the Landlord shall calculate the amount of the difference between the original Semi-Gross Rent and the revised Semi-Gross Rent for the period prior to the date of such revision and, if such amount represents an increase in Semi-Gross Rent, the Tenant shall immediately pay the amount to the Landlord or, if the amount represents a decrease in Semi-Gross Rent, the Landlord shall immediately

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repay the amount to the Tenant. An adjustment in respect of any earlier payment of the Tenant's Proportionate Share of Additional Rent shall also be made on the same basis.

4.03 PAYMENT OF SEMI-GROSS RENT

The first monthly instalment of Semi-Gross Rent due in accordance with Section 1.01(g), or the appropriate portion thereof calculated in accordance with Section 4.04, shall be paid on or before the Commencement Date and subsequent instalments of Semi-Gross Rent shall be paid strictly in advance on the first day of each and every succeeding month throughout the Term.

4.04 PRO RATA ADJUSTMENT OF RENT

All rent shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate the rental for irregular periods of less than one year or one month, as the case may be, an appropriate pro rata adjustment shall be made in order to compute the rent for such irregular period.

4.05 PAYMENT OF RENT GENERALLY

All payments by the Tenant to the Landlord required or contemplated by this Lease shall be:

- (a) paid to the Landlord by the Tenant in lawful currency of Canada;
- (b) made when due hereunder, without prior demand therefor and without any set-off, compensation or deduction whatsoever, at the office of the Landlord at the Complex or such other place as the Landlord may designate from time to time to the Tenant;
- (c) applied towards amounts then outstanding hereunder, in such manner as the Landlord may see fit;
- (d) deemed to be rent, in partial consideration for which this Lease has been entered into, and shall be payable and recoverable as rent, such that the Landlord shall have all rights and remedies against the Tenant for default in any such payment which may not be expressly said to be rent or Additional Rent;
- (e) subject to an overdue charge if any such payment is not made when due, which charge shall be Additional Rent equal to two percent (2%) per month of the overdue amount (but in any case such charge shall be not less than Fifty Dollars (\$50.00) per month) payable with the next monthly instalment of Semi-Gross Rent, all without prejudice to any other right or remedy of the Landlord; and
- (f) made, if the Landlord so requests by way of a series of cheques, post-dated to the respective due dates of such payments, which the Tenant shall supply to the Landlord at the commencement of each Lease Year or earlier should the Landlord so request, or by way of an automatic debiting system by which payments are deducted from the Tenant's bank account and credited to the Landlord's, all at the Tenant's cost and all without prejudice to any other right or remedy of the Landlord.

4.06 ARBITRATION

In the event of any bona fide dispute arising between the Tenant and the Landlord as to the amount of any rent payable under this Lease which requires calculation, the Tenant shall nevertheless immediately make payment in accordance with any notice from the Landlord but the dispute, at the option of the Landlord or, so long as such payment has been made, the Tenant, shall immediately be referred to an arbitrator agreed upon by the Tenant and the Landlord or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the Arbitration Act, of Ontario, and amendments thereto or such other statute or statutes of like effect being in force in Ontario, and such arbitrator, whether agreed upon or appointed under the said statute, shall have access to such records of the parties as may be reasonably necessary and the decision of such arbitrator shall be final and binding upon the parties. Costs of the arbitration shall follow the award, unless otherwise determined by the arbitrator. Any adjustment in rent required to be made by reason of any such decision of the arbitrator shall be made within fifteen (15) days thereof.

ARTICLE 5.0 - ADDITIONAL RENT

5.01 ADDITIONAL RENT

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of all Property Taxes attributable to the Complex, in accordance with ARTICLE 6.0 and all other taxes described in

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Section 6.01 and such other sums, amounts, costs, charges, or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Semi-Gross Rent.

5.02 ESTIMATE OF ADDITIONAL RENT

The Landlord may, in respect of the items of the Additional Rent contemplated by Section 5.01, compute bona fide estimates of the amounts which are anticipated to accrue in the next following Lease Year, calendar year or fiscal year, or portion thereof, as the Landlord may determine is the most appropriate period for each item or category of Additional Rent. The Additional Rent for 2023 is currently estimated to be \$1.50 per square foot per annum. The Tenant acknowledges that the foregoing is an estimate only and the Landlord shall not be bound by such estimate and the Tenant shall pay the full amount of Additional Rent in accordance with the terms of this Lease

5.03 PAYMENT OF ADDITIONAL RENT

With respect to any Additional Rent which the Landlord elects to estimate from time to time pursuant to Section 5.02, following receipt of the written notice of the estimated aggregate amount of the Tenant's share thereof, the Tenant shall pay to the Landlord the amount of such estimated aggregate share, in equal consecutive monthly instalments payable with monthly instalments of Minimum Renewal when due, pursuant to Section 4.03. With respect to any Additional Rent which the Landlord has not elected to estimate from time to time pursuant to Section 5.02, the Tenant shall pay to the Landlord the amount of the Tenant's share of such Additional Rent, determined pursuant to the applicable provisions of this Lease, within fifteen (15) days of receipt of an invoice therefor.

5.04 PRO RATA ADJUSTMENT OF ADDITIONAL RENT

In the event this Lease commences, expires or is determined before the end of the period for which any item or category of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned, adjusted and payable by the Tenant as of such date.

5.05 REVIEW OF ADDITIONAL RENT

No party hereto may claim a re-adjustment in respect of any Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one year from the date of payment.

ARTICLE 6.0 - TAXES

6.01 TAXES

The Tenant shall pay as Additional Rent, a share of the Complex Property Taxes as determined by the Landlord acting reasonably, the cost of making such determination to be included as part of Additional Rent. In making such determination the Landlord shall have the right, without limiting its right to do otherwise, to establish separate assessments for the Premises and all other portions of the Complex by using such criteria as the Landlord acting reasonably, shall determine to be relevant, including, without limitation:

- (a) the then current established principles of assessment used by the relevant assessing authorities and on the same basis as the assessments actually obtained for the Complex as a whole or the part thereof in which the Premises are located;
- (b) assessments of the Premises and any other portions of the Complex in previous periods of time;
- (c) the value of the finishings in the Premises; and
- (d) the Tenant's Proportionate Share.

Without restricting the generality of the above the Landlord shall have the right to allocate the Property Taxes calculated as if the Complex was fully occupied. The Landlord shall have the right to collect the Tenant's share of Property Taxes during the months of the year when the same are due to the taxing authority.

6.02 CONTEST OF PROPERTY TAXES

The determination by the Landlord of the Tenant's share of Property Taxes shall be final and binding upon the Tenant. The Tenant is not entitled to contest any Property Taxes or appeal any assessment related thereto.

Property Taxes, or the assessments in respect of Property Taxes which are the subject of any contest by the Landlord shall nonetheless be payable in accordance with the foregoing provisions hereof provided, however, that in the event the Tenant shall have paid any amount in respect of Property Taxes in excess of the amount ultimately found payable as a result of the disposition of any such contest, and the Landlord receives a refund in respect thereof, the appropriate amount of such refund shall be refunded to or credited to the account of the Tenant.

The Tenant shall pay to the Landlord forthwith upon demand, its share as allocated by the Landlord of all costs and expenses of any kind incurred by the Landlord bona fide and acting reasonably in determining the allocation of the Property Taxes or the appeal of any assessment including, without limitation, legal, appraisal, administration and overhead costs.

6.03 TENANT'S TAXES

The Tenant shall pay promptly when due all taxes, rates, duties and fees as may be assessed or levied by any competent authority in respect to or as a result of any business or other activity carried on within or in connection with the Premises. The Tenant shall pay to the Landlord any Goods and Services Tax, Sales Tax, Value Added Tax or similar taxes levied or assessed on rents payable hereunder. A failure to pay the Goods and Services Tax shall be a default of the lease and shall be treated as if it were a failure to pay rent but the Goods and Services Tax shall not be deemed to be rent for the purpose of calculating the amount of Goods and Services Tax exigible.

6.04 FAILURE TO PAY TAXES

Should the Tenant fail to comply with any payment required by the Tenant pursuant to Section 6.01, and subject to rectification of such default within the period set out in Section 16.01, without limiting the generality of Section 16.02, the Landlord may pay all or part of such required payments pursuant to that Section 16.02.

ARTICLE 7.0 - COMMON AREAS

7.01 LANDLORD'S RESPONSIBILITY

The control, general cleanliness, operation and maintenance of the Common Areas shall be the exclusive domain of the Landlord such that the manner in which the Common Areas shall be operated and maintained and the expenditures therefor shall be at the sole discretion of the Landlord, acting reasonably.

7.02 TENANT'S USE OF COMMON AREAS

The non-exclusive right and licence granted to the Tenant, its agents, invitees, servants, employed, licensees and customers pursuant to Section 2.02 may be exercised only during the business hours which pertain under this Lease and subject to the Rules and Regulations of the Complex and to the other provisions of this Lease.

7.03 NO OBSTRUCTION

The Tenant shall not, save to the extent permitted by the Landlord during any general promotional event or as may be otherwise specifically allowed by the Landlord in writing, keep or display any merchandise or other thing on or about the Common Areas or otherwise obstruct the Common Areas. Without limiting the generality of the foregoing, the Tenant shall keep any service corridor leading to and from the Premises free and clear of all obstructions and in the event any governmental authority or other regulatory body having jurisdiction makes a charge against the Landlord, the Tenant, the Complex and the Premises, or any of them, by reason of the Tenant failing to meet the requirements of such authority or body, the Tenant shall pay such charge and if the Tenant fails to do so upon request, the Landlord may pay the amount of such charge and recover the same from the Tenant as Additional Rent.

7.04 TEMPORARY ALLOCATION OF COMMON AREAS

From time to time, the Landlord may permit portions of the Common Areas to be used exclusively by specified tenants or licensees on a seasonal or otherwise temporary basis.

ARTICLE 8.0 - UTILITIES, HVAC COSTS

8.01 HVAC

The Tenant shall maintain and make all repairs and replacements to the HVAC system servicing the Premises at its sole cost and expense, but the Landlord may at its option assume the obligation and in such event the Tenant shall pay to the Landlord, upon demand and as Additional Rent, the cost of such maintenance, repairs and replacements.

8.02 TENANT'S UTILITIES

The Tenant shall pay all rates, charges, costs and expenses as may be assessed or levied and at the rates so assessed or levied by all suppliers of utilities to the Premises including telephone, hydro, gas and water, directly to the supplier thereof. In the event the Tenant fails to pay for such utilities, the Landlord shall have no liability whatsoever for any damage resulting to the Tenant or the Premises as a result of any action taken by the supplier of such utilities.

ARTICLE 9.0 - INSURANCE

9.01 TENANT'S INSURANCE

- (a) The Tenant shall take out and keep in full force and effect throughout the Term and during such other time as the Tenant occupies the Premises or any part thereof:
 - (i) "all risk" insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements, including any leasehold improvements made previously by any tenant or person in the Premises and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, in an amount equal to the full replacement value thereof, which amount shall be determined by the decision of the Landlord, acting reasonable, in the event of a dispute;
 - (ii) broad boiler and machinery insurance on any such equipment in the Premises;
 - (iii) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage or loss upon, in or about the Premises or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Premises, to the combined limit as may be reasonably required by the Landlord from time to time but, in any case, of not less than Two Million Dollars (\$2,000,000) in respect to injury or death to a single person and in respect of any one accident concerning property damage;
 - (iv) owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business; and
 - (v) such other insurance in such amounts and upon such terms as the Landlord may determine from time to time on consultation with its insurance advisors.
- (b) Each policy of insurance required of the Tenant as aforesaid except the owned automobile insurance shall name the Landlord, Briarlane Rental Property Management Inc. and any persons or corporations designated by the Landlord as additional named insureds as their interests may appear and shall include a waiver of rights of subrogation against the Landlord, Briarlane Rental Property Management Inc., and the Tenant and, as appropriate, a cross-liability and/or severability of interest clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured as well as a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All such policies will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord and the Tenant will deliver to the Landlord a copy of all such policies or certificates of such insurance.

9.02 LANDLORD'S INSURANCE

The Landlord shall take out or cause to be taken out and keep or cause to be kept in full force and effect:

- (a) standard fire insurance and extended coverage or additional perils supplemental contracts on the buildings and improvements, except foundations, comprising the Complex in an amount such as would be carried by a prudent owner, subject to such deductions and

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exceptions as the Landlord may determine, against fire and such other hazards covered by policies normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any rental loss which may be sustained; and

- (b) comprehensive public liability insurance in respect of the Complex of a kind and in an amount such as would be carried by a prudent owner,

provided that nothing herein shall prevent the Landlord insuring with broader coverage.

9.03 INCREASES IN RATES

The Tenant shall not do or omit or permit to be done or omitted upon the Premises anything which shall cause the rate of insurance upon the Complex or any part thereof to be increased or cause such insurance to be cancelled. If the said insurance rate shall be increased as aforesaid, the Tenant shall pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Complex or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any act or omission as aforesaid, the Tenant shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so in writing by the Landlord, and if the Tenant shall fail to so remedy or rectify, the Landlord may at its option terminate this Lease forthwith or at its option rectify such default at the Tenant's expense including 15% administration.

ARTICLE 10.0 - USE AND OCCUPATION

10.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment, for so long as the Tenant is not in default hereunder, and except as provided herein.

10.02 USE

The Premises shall not be used for any purpose other than as set forth in Section 1.01(h).

10.03 Intentionally deleted

10.04 CHARACTER OF BUSINESS

The Tenant shall operate and conduct its business upon the whole of the Premises in an up-to-date, first class and reputable manner.

10.05 Intentionally deleted

10.06 RULES AND REGULATIONS

- (a) The Rules and Regulations attached hereto as Schedule A, as the same may be amended from time to time, are part hereof and shall be read as forming part of the terms and conditions of this Lease as if the same were embodied herein.
- (b) All Rules and Regulations now or hereafter in force shall in all respects be observed and performed by the Tenant and its employees, agents, customers, licensees and invitees and the Tenant shall cause such observance and performance.
- (c) For the enforcement of all Rules and Regulations, the Landlord shall have available to it all remedies in this Lease provided for a breach of any provision hereof and all legal rights and remedies including injunction, whether or not provided for in this Lease, both at law and in equity.
- (d) The Landlord shall not be responsible to the Tenant for the nonobservance or violation by any other tenant or person of the Rules and Regulations.

10.07 SIGNS

The Tenant shall erect, install and maintain a sign of a kind and size and in a location, all in accordance with the Landlord's design criteria and as first approved in writing by the Landlord, publicizing the Tenant's operating name, as set forth in Section 1.01(b), and type of business. Any other signs, as well as the advertising practices of the Tenant and any display windows, shall comply with the applicable Rules and Regulations. The Tenant shall not erect, install or maintain any sign other than in accordance with this section.

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10.08 COMPLIANCE WITH LAWS

- (a) The Tenant shall carry on and conduct its business from the Premises in such manner as to comply with any and all statutes, by-laws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force, and shall not do anything upon the Premises in contravention thereof.
- (b) For the purposes hereof;

"Environmental Laws" shall mean any laws, by-laws, regulations, ordinances or statutes of any governmental authority having jurisdiction over the Leased Premises relating to protection of the environment or health and safety.

"Noxious Substance" shall mean any substance defined as a contaminant pursuant to Environmental Laws.

The Tenant shall at all times comply with all Environmental Laws and not permit the release of any Noxious Substance and shall indemnify and save the Landlord harmless from any breach thereof. In the event that as a result of an act or omission of the Tenant, its employees, agents, contractors, invitees or other person for whom the Tenant is at law responsible, there is a breach of any Environmental Law or the release of any Noxious Substance, the Landlord shall have the right to enter upon the Premises and rectify such situation and the Tenant shall forthwith upon demand pay the cost of such rectification plus 15% for the Landlord's administration fee in addition to any other remedy of the Landlord. This provision shall survive the termination of this Lease. In the event that the said breach adversely affects the use of other premises within the Building or is of a continuing nature, the Landlord shall in addition to any other rights it may have, have the right to terminate the Lease.

10.09 NUISANCE

The Tenant shall not do or permit to be done or omitted anything which could damage the Complex or injure or impede the business of the Tenant or of other tenants in the Complex or which shall or might result in any nuisance in or about the Premises, whether to the Landlord, any tenant of the Complex or any other party, the whole as determined by the Landlord, acting reasonably. In any of the foregoing events, the Tenant shall forthwith remedy the same and if such thing or condition shall not be so remedied, the Landlord may, after such notice, if any, as the Landlord may deem appropriate in the circumstances, correct such situation at the expense of the Tenant and the Tenant shall pay such expense to the Landlord as Additional Rent.

ARTICLE 11.0 -CLEANING, REPAIR

11.01 CLEANING

- (a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass, windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.
- (b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.
- (c) The Tenant shall pay for its own janitor service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Section.
- (d) In the event the Tenant fails to clean in accordance with this Section upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

11.02 TENANT'S REPAIRS

- (a) The Tenant shall repair the Premises, always excepting reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this ARTICLE 11.0, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, heating and ventilating and other equipment, improvements partitions, walls, fixtures, thresholds and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises, and shall

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redecorate as required and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor, provided, however, that the Tenant's obligation to repair shall not include repairs to the roof or to structural or other outside walls (except plate glass and all doors, grills and/or sliding panels leading from the Premises) of the Premises unless the need to repair is caused by the default or negligence of the Tenant, its agents, employees, invitees or licensees, in which case the Landlord shall repair and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

- (b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord; shall keep all plumbing facilities within the Premises and all drains therefrom in good repair and working order; will not enter, nor will it cause, suffer or permit entry, on to any roof in the Complex, without being accompanied by an authorized representative of the Landlord, and will not make any opening in the roof without the prior written consent of the Landlord.
- (c) The Tenant, its employees or agents shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the written approval of the Landlord.
- (d) The Tenant shall install and maintain any fire detection or fighting equipment and emergency-lighting in the Premises, whether required by the Landlord, any government authority having jurisdiction, or any insurer, and whether required before or during the Term of this Lease. In the event that the Tenant's positioning off its fixtures or other equipment requires adjustments to the sprinkler system the same will be done by the Landlord at the Tenant's expense.
- (e) The Tenant shall be responsible for the costs of all repairs and replacements to the HVAC system servicing the Premises.

11.03 VIEW REPAIRS

The Landlord may enter the Premises at any reasonable time during business hours and at any time during any emergency to view the state of repair and the Tenant shall repair according to notice in writing from the Landlord so to do, subject to the exceptions contained in this ARTICLE 11.0.

11.04 LANDLORD MAY REPAIR

If the Tenant fails to repair according to notice from the Landlord within fourteen (14) days of receipt thereof, the Landlord may make such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by reason thereof, and upon completion thereof, the Tenant shall pay as Additional Rent the Landlord's costs for making such repairs plus fifteen percent (15%) thereof for overhead and supervision, such payment to be made on presentation of an invoice therefor.

11.05 LANDLORD'S REPAIRS

- (a) The Landlord shall make all repairs or replacements to the heating and ventilating apparatus of the Complex, other than such apparatus as may be the property of or installed by or located within the premises of a tenant of the Complex, including the Tenant.
- (b) The Landlord shall be responsible for all structural repairs to the Premises, repairs to the roof, foundations and bearing structure of the Complex and repairs of damage to the Complex caused by perils against which the Landlord is obligated to insure hereunder.
- (c) Notwithstanding the other provisions of this Section, the Landlord shall not be obligated to make repairs or replacements caused by any default or negligence of the Tenant, its agents, employees, invitees or licensees, which repairs and replacements may be made by the Landlord at the Tenant's cost in like manner to the provisions of Section 11.04.
- (d) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Section, unless such loss or damage is caused by the intentional default or gross negligence of the Landlord and is not specifically excepted pursuant to Section 15.02.

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- (e) The Landlord shall keep painted those parts of the exterior of the Premises requiring painting other than the Tenant's storefront or such other parts of the exterior as may have been installed by or at the request of the Tenant.
- (f) In fulfilling its obligations pursuant to this Section, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.
- (g) Nothing contained in this Section shall derogate from the provisions of ARTICLE 11.0.

ARTICLE 12.0 - ALTERATIONS, FIXTURES

12.01 TENANT'S ALTERATIONS

- (a) The Tenant shall have the right to make any alterations and improvements of the Premises except to the structural portions thereof including the installation of trade fixtures, exterior signs, floor covering, interior lighting, plumbing fixtures, shades, awnings, exterior decorations upon receipt of the Landlord's written approval thereto, such consent not to be unreasonably withheld in the case of alterations, additions as improvements to the interior of the Premises.
- (b) All fixtures installed by the Tenant shall be new, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Complex.
- (c) The Tenant shall not install in or for the Premises any special locks, safes, apparatus for illumination, air-conditioning, cooling, heating, refrigerating, or ventilating the Premises without first obtaining the Landlord's written approval thereto.
- (d) When seeking the approval of the Landlord as required by this Section, the Tenant shall present to the Landlord plans and specifications of the proposed work and shall pay the expense of any consultants retained by the Landlord to review the said plans and specifications. The Tenant will ensure that all work authorized by this Section shall be in compliance with all applicable laws, by-laws and codes.
- (e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises and/or the Complex and should any claim of lien be made or filed the Tenant shall discharge the same in accordance with Section 15.03.

12.02 EFFECT OF ALTERATIONS

The Tenant acknowledges that the erection of partitions, modification of window and door areas or other major alterations or changes in the Premises may reduce those certain temperature specifications set forth in Section 8.02, in respect of which performance reduction the Tenant shall have no claim against the Landlord.

12.03 REMOVAL OF FIXTURES

- (a) So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove its trade fixtures but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that on such expiration of the Term all alterations, additions, improvements and fixtures constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling including any floor covering and light fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises and become the property of the Landlord absolutely, except to the extent the Landlord requires removal thereof pursuant to Section 12.03(d).
- (b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof pursuant to Section 12.03(d).
- (c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default by the Tenant, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 12.03(d), become and be deemed to be the property of the Landlord, without indemnity to the Tenant and as

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additional liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.

- (d) Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord pursuant to the other provisions of Section 12.03, the Tenant shall forthwith remove the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant and whether or not the Term of this Lease has expired or otherwise been terminated.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 12.03(d), fails to promptly remove any trade fixtures, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

12.04 LANDLORD'S ALTERATIONS

- (a) The Landlord reserves the rights to:
 - (i) make any changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind in the Premises where necessary to serve adjoining premises or other parts of the Complex;
 - (ii) alter the location and nature of the Common Areas including the Parking Areas and including reducing the number of Parking spaces or changing the layout of the Parking Areas and erect additions thereto or extend any part of the Common Areas;
 - (iii) make alterations or additions to the buildings and facilities of the Complex;
 - (iv) build additional stores or construct other buildings or improvements in or adjacent to the Complex from time to time and make alterations thereof or additions thereto; and
 - (v) build additional stories on any buildings in the Complex and to build adjoining the same.
- (b) The aforementioned rights may be exercised by the Landlord in its unfettered discretion and without any claim for damages or indemnification against the Landlord, its employees or agents and without diminution or abatement of rent except during any period of time during which the Tenant is unable to carry on business with the public because of the exercise of such rights by the Landlord. In the event that such exercise results in a change in the Floor Area or Gross Leaseable Area, the Semi-Gross Rent and Tenant's proportionate share of Additional Rent payable thereafter shall be recalculated in the manner set forth in Section 4.02, but without any adjustment with respect to any earlier payment of either Semi-Gross Rent or the Tenant's Proportionate Share of Additional Rent. If an excavation shall be made upon lands or premises adjacent to the Premises, the Tenant shall afford to the person causing or authorized to cause such excavation, licence to enter upon the Premises for the purpose of doing such work as the Landlord may deem necessary to preserve the building of which the Premises form a part from injury or damage and to support same by proper foundations
- (c) In the event that the Landlord requires the Premises as a result of the exercise by the Landlord of the aforementioned rights, the Landlord on at least eight (8) months prior notice, may require the Tenant to move into new Premises on a temporary or permanent basis. The new premises to the extent as is possible shall be in a reasonably comparable location and having approximately the same area. In the event the Landlord exercises its right to relocate the Tenant into new premises, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the reasonable direct out-of-pocket costs incurred by the Tenant solely as a result of such relocation. In no case will the Tenant be reimbursed or compensated for indirect costs or damages including overhead, overtime charges or loss of profits.

12.05 Intentionally deleted

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ARTICLE 13.0- SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

13.01 NO ABATEMENT

If during the Term the building in which the Premises or any part thereof is situate shall be destroyed or damaged by any cause whatsoever such that the Premises are rendered unfit for occupancy by the Tenant, the rent hereby reserved shall not abate in whole or part except to the extent that such rental loss is recovered by the Landlord under any policies of insurance against such loss which the Landlord may have taken out.

13.02 SUBSTANTIAL DESTRUCTION

In the event of damage or destruction of the Premises, or of any other portion of the Complex, whether or not the Premises be affected thereby, to the extent that, in the reasonable opinion of the Landlord:

- (a) the cost of repair, restoration or reconstruction exceeds fifty percent (50%) of the replacement cost (excluding foundation and excavation costs) of such damaged or destroyed portions of the Complex; and
- (b) the repair, restoration or reconstruction cannot, with the exercise of reasonable diligence, be accomplished to enable such portions of the Complex to reopen for business within six (6) months of the date of such damage or destruction;

then the Landlord may within sixty (60) days after such damage or destruction and on giving thirty (30) days written notice to the Tenant declare this Lease terminated forthwith and in such event, the Term shall be deemed to have expired and the Tenant shall deliver up possession of the Premises accordingly, rent shall be apportioned and shall be payable up to the date of termination stated in such notice and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

13.03 ARCHITECT'S CERTIFICATE

The certificate of the Landlord's architect certifying that damage or destruction has occurred to the extent set forth in Section 13.02 shall be binding and conclusive upon the Tenant for the purposes hereof.

13.04 REBUILDING

If this Lease is not terminated pursuant to Section 13.02, and the Landlord recovers insurance for such damage or destruction pursuant to Section 9.02, the Landlord shall cause such damage or destruction to be repaired, restored or reconstructed, save as to items which are the responsibility of the Tenant pursuant to Section 11.02. The Landlord may make changes to the Complex in the event of the reconstruction.

13.05 EXPROPRIATION

- (a) If during the Term, title is taken to the whole or any part of the Complex (whether or not such part includes the Premises) by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable Complex, the Landlord may at its option terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant shall immediately deliver up possession of the Premises, rent shall be payable up to the date of such termination and the Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.
- (b) In the event of any such taking, the Tenant shall have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account therefor to the Tenant.

13.06 TERMINATION ON DEMOLITION

If at any time the Landlord shall have decided to substantially re-develop or re-construct the Complex to the extent that vacant possession of the Premises is necessary or expedient, or to demolish the building of which the Premises are a part, the Landlord may terminate this Lease by giving six (6) months' notice in writing to the Tenant. Provided that if the Landlord is not ready to commence work as of the effective

date of the termination the Tenant may stay, at the Landlord's option, on as a monthly tenant on the same lease terms until the earlier of thirty (30) days before the work is ready to be commenced or the end of the lease term as otherwise determined.

ARTICLE 14.0 - ASSIGNMENT AND SUBLETTING

14.01 ASSIGNING OR SUBLETTING

- (a) The Tenant shall not assign this Lease in whole or in part nor sublet all or any part of the Premises without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Section. The Tenant may not, under any circumstances, sublet only a portion of the Premises. If the proposed assignee or subtenant is not, in the Landlord's opinion, of equal or better credit worthiness as the Tenant, it shall not be deemed to be unreasonable for the Landlord to require such further covenants or a security deposit to be given as a condition of the consent.
- (b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.
- (c) If the Lease is assigned or if the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.
- (d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who undertake to perform and observe the obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord on a form to be prepared by the Landlord at the Tenant's expense.
- (e) the prohibition against assigning or subletting, without the consent required by this Section, shall be construed to include a prohibition against any assignment or sublease by operation of law.
- (f) The consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.
- (g) Notwithstanding any assignment, sub-letting, transfer or other event referred to in this Article, the Tenant and any Indemnifier shall not be relieved of liability by any subsequent amendment of the terms hereof between the Landlord and the assignee or any other party or any granting of time, renewals, extensions, indulgences, releases, discharges or other arrangements with the assignee or any other party. Any assignment or other document effecting a transaction to which the Landlord's consent is required shall be in a form satisfactory to the Landlord. Any assignment or sublease shall at the Landlord's option be on the Landlord's form and shall in any event contain a covenant by the assignee or the sublessee with the Landlord that it will observe and perform all of the Tenant's obligations contained in this Lease. Any such document shall be reviewed by the Landlord and its solicitors or prepared by them all at the expense of the Tenant. The Landlord shall be entitled to the receipt of any rental in excess of that payable hereunder or consideration received by the Tenant from an assignee or subtenant as a result of such sublease or assignment which consideration is in excess of the fair market value of the Tenant's fixtures or business being sold to such permitted assignee or subtenant. The Tenant shall provide such information as is reasonably requested by the Landlord including a copy of the Agreement of Purchase and Sale, the proposed form of sublease or assignment and information concerning the proposed assignee as is necessary to evaluate the proposed subtenant.
- (h) If the Tenant shall request the Landlord's consent (except for mortgaging or similar purposes) under this Article to a party not continuing the business of the Tenant in the Premises, the Landlord shall have an option to terminate this Lease or in the event of a Sublease of part of the Premises with respect to that part being sublet. Such option shall be exercisable by notice delivered by the Landlord to the Tenant within fifteen (15) days of the request for consent. If the Landlord so exercises its option, the Tenant shall have the right within fifteen (15) days to withdraw its request for consent by notice in writing to the Landlord, and in that event, the exercise of the option by the Landlord and the request for consent shall have no further force and effect according to its terms (including this provision).

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14.02 BULK SALE

No bulk sale of the goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations hereunder will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

14.03 ADVERTISING FOR SUBLEASE

For purposes of ensuring confidentiality of this Lease, the Tenant shall not print, publish, post, mail, display, broadcast or otherwise advertise or offer the whole or any part of the Premises for the purposes of assignment, sublease, transfer or encumbrance, and shall not permit any broker or other party to do any of the foregoing, unless the complete text and format of any such notice, advertisement or offer shall first have received the Landlord's written consent, which shall not be unreasonably withheld. In no event shall any such text or format contain any reference to the rent payable in respect of the Premises.

14.04 SUBORDINATION AND ATTORNMENT

- (a) This Lease is subordinate to any mortgage or mortgages, or lien resulting from any other method of financing or refinancing, now or hereafter in force against the Complex or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security thereof. Upon the request of the Landlord and by way of such document as may be required by the Landlord, the Tenant shall evidence its subordination.
- (b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other method of financing or refinancing made by the Landlord in respect of the Complex, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require by notice in writing to the Tenant. The Tenant acknowledges that upon receipt of notice requiring it to attorn in accordance herewith, it shall be deemed to attorn without the necessity for any written acknowledgement.
- (c) No subordination or attornment as required by this Section shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in default hereunder and complies with all of the covenants, terms and conditions hereof.

14.05 ESTOPPEL CERTIFICATE, ACKNOWLEDGEMENTS

- (a) Whenever requested by the Landlord or an encumbrance holder or other third party having an interest in the Complex, the Tenant shall promptly execute and deliver an estoppel certificate or other form of certified acknowledgement as to the status and validity or otherwise of this Lease, and the state of the rental account hereunder, and such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements.
- (b) On request of the Landlord, the Tenant shall execute an acknowledgement of the commencement date, which acknowledgement shall be in such form as may be reasonably required by the Landlord, and the Tenant shall transmit such acknowledgement to the Landlord forthwith.

14.06 SALE BY THE LANDLORD

The Landlord shall use reasonable efforts to obtain from any proposed purchaser or transferee of the Complex an agreement to the effect that the Tenant's occupancy of the Premises shall not be disturbed by such purchaser or transferee. The Landlord named herein shall be relieved of any obligation hereunder arising from and after the date of completion of such sale or transfer.

ARTICLE 15.0 - INDEMNITY, LIENS

15.01 TENANT'S INDEMNITY

The Tenant shall indemnify and save harmless the Landlord its managers, agents, mortgagees, and their respective employees, directors, officers and contractors of and from all loss and damage and all fines,

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expenses, costs, suits, claims, demands, actions and liabilities of any kind or nature for which the Landlord shall or may become liable, incur or suffer by reason of the occupancy and use of the Premises by the Tenant, a breach, violation or non-performance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for improvements, alterations, or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, by reason of any wrongful act, neglect or default on the part of the Tenant or any of its employees, agents, contractors, customers, licensees or invitees.

15.02 PERSONAL INJURY AND PROPERTY DAMAGE

- (a) The Landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any other person who may be upon the Premises, or for any loss or damage however caused to any property belonging to the Tenant or to its employees, agents, customers, licensees, invitees or any other person while such property is in or about the Premises save for any maliciously wrongful act of the Landlord.
- (b) Without limiting the generality of the foregoing, the Landlord shall not be liable for:
 - (i) any injury or damage of any nature whatsoever to any person or property caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or elevator or escalator or other services, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises or from the water, steam, sprinkler or drainage pipes or plumbing of the Complex or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any other tenant;
 - (ii) any act, omission, theft, malfeasance or negligence on the part of the agent, contractor or person from time to time employed by the Landlord to perform janitor services, security services, supervision or any other work in or about the Premises or the Complex;
 - (iii) loss or damage, however caused, to books, records, filed, money, securities, negotiable instruments, papers or other valuables of the Tenant; or
 - (iv) under any circumstances, any indirect, consequential or business losses of the Tenant.

15.03 LIENS

The Tenant will, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any construction or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed or may settle any such lien or claim, in which case the Tenant shall pay to the Landlord as Additional Rent the cost thereof, including the Landlord's legal costs on a solicitor and his own client basis, plus an administration fee of 15% , forthwith upon demand.

ARTICLE 16.0 - DEFAULT, REMEDIES, TERMINATION

16.01 DEFAULT

If and whenever:

- (a) the Tenant shall be in default in the payment of any rent, whether hereby expressly reserved or deemed as such, or any part thereof on the due date on which the Tenant is to make such payment or, in the absence of such specific due date, for the ten (10) days following written notice by the Landlord requiring the Tenant to rectify the same; or
- (b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant; or

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- (c) the Tenant shall fail to commence, diligently pursue and complete the Tenant's Work to be performed pursuant to any Agreement or Offer to Lease pertaining to the Premises or other agreement signed by the parties or fail to open for business when required, or vacate or abandon the Premises or threaten or commence to do so, or fail or cease to operate pursuant to Section 10.02 or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as set forth in Section 1.01(h), make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move, commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in its routine course of the business, or part with possession of the Premises except as permitted in section 14.01 hereof; or
- (d) the Tenant shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the period stipulated in paragraph (a) aforesaid or, in the case of any other default, after fourteen (14) days following written notice from the Landlord requiring that the tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than fourteen (14) days to rectify, unless the Tenant shall commence rectification within the said fourteen (14) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

then, and in each of such cases, and at the option of the Landlord, this Lease may be terminated and the Term shall then immediately become forfeited and void, and the Landlord may without notice or any form of legal process whatever forthwith re-enter the Premises or any part thereof and in the name of the whole repossess and enjoy the same as of its former estate, anything contained herein or in any Statute or law to the contrary notwithstanding. Notwithstanding any such termination, the provisions of this Lease relating to the consequences of termination shall survive. For the purposes of this Lease any of the events listed in Section 16.01 hereof may be referred to herein as an "Event of Default".

16.02 LANDLORD'S RIGHTS

On the occurrence of an Event of Default in addition to any rights of the Landlord at law or by Statute, the Landlord shall have the right to exercise on or more of the following remedies:

- (a) The Landlord may perform any obligations which the Tenant should have performed or cause the same to be performed and for such purpose may enter upon the Premises and do such things thereon as the Landlord may consider requisite without effecting a termination of this Lease;
- (b) The Landlord may enter the Premises by force or otherwise at any time of the day or night and distraint upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Premises and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole and absolute discretion be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other, and for such purpose the Landlord may at the Tenant's expense, employ such bailiffs or agents as it deems appropriate and the Landlord may distraint on the goods and chattels and remove them from the Premises, or if it sees fit leave them on the Premises, and to secure the goods and chattels it may change the locks or take other security measures on the Premises without effecting a termination of this Lease.
- (c) The Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant.
- (d) In order to re-let the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it may deem necessary or advisable for the purpose of such re-letting, and it may re-let the Premises or any part thereof for such term or terms and such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such re-letting, all rentals received by the Landlord from such re-letting shall be applied first to the payment of the

Landlord's costs and expenses of such re-letting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord for the account of the Tenant without interest until the end of the Term. No such re-letting nor the receipt of any such rentals from any new Tenant shall exonerate the Tenant from its obligations to pay Rent hereunder as it falls due, nor shall the creation of the relation of the Landlord and Tenant between the Landlord and any party to whom the Premises may have been re-let in any way terminate this Lease.

- (e) (i) The Landlord may terminate this Lease by commencing legal action or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies including that set out under subsection (d) hereof. In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of subsection (d) hereof, the Landlord may at any time terminate this Lease by notice to the Tenant and thereafter any then existing or later Lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under subsection (e) or proceeding under subsection (d) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under subsection (d) 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.
- (ii) In the event of the occurrence of a default, the Landlord may at its option terminate the Lease which termination shall be deemed to have taken place the day prior to the event of default having occurred.
- (f) The Landlord shall be entitled to damages from the Tenant for breach of this Lease. If it should be necessary to determine the present value of any item of Rent, such present value shall be determined using a discount rate equal to the prime rate of The Toronto-Dominion Bank at the time less one (1%) percentage point.
- (g) At the option of the Landlord, the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable. For the purpose of this subsection, where any of the items of Rent are not known, definite or established at the time of the exercise of such option by the Landlord, the acceleration in respect of such items shall be equal to three (3) times the average monthly instalment during the full twelve (12) month period preceding such acceleration, or if there has not been a full twelve (12) month period it shall be equal to three (3) times the average monthly instalment since the beginning of the term.
- (h) On any termination for default, all fixtures, Tenant's improvements or other installations in the Premises, which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or upon the Building and which are not the property of the Landlord, shall at the Landlord's option forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures, and whether or not they would be removable by the Tenant at the expiry of the term if there had been no default.
- (i) At the option of the Landlord, to take any action to which it would be entitled if it were a secured creditor of the Tenant pursuant to the Personal Property Security Act and for the purposes thereof this Lease shall be constituted a Security Agreement for Rent owed and owing pursuant to the said Act. The Tenant hereby grants to the Landlord a continuing security interest over all its property and undertaking as security for the Rents payable hereunder.

16.03 INTEREST AND COSTS

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, or the Tenant is late in making any payment hereunder and whether or not legal proceedings are begun or considered in consequence of such default, and whether or not this Lease is terminated; the Landlord shall be entitled to

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be paid by the Tenant forthwith on demand in addition to any other amounts which may be payable or owing hereunder, all of the following which shall be deemed to be Rent payable:

- (a) The cost of effecting any repairs or performing any obligation of the Tenant, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;
- (b) The Landlord's costs and expenses in preparing the Premises for re-letting in such manner as in its sole and absolute discretion it deems necessary or advisable, together with an allowance of fifteen percent (15%) for the Landlord's overhead and supervision;
- (c) The Landlord's Court costs, collection costs, and legal fees as between a solicitor and his own client;
- (d) Interest on Rent and any other amounts overdue under the terms of this Lease and on any monies expended by the Landlord in consequence of any default by the Tenant at the rate per annum which is equal to the prime rate of The Toronto-Dominion Bank at the time of calculation plus two (2%) percentage points calculated and compounded monthly plus an administration fee of TEN DOLLARS (\$10.00) per day for each day such amount or part thereof remains outstanding; and
- (e) Any other costs, charges or expenses, which the Landlord incurs or to which it is put, and which would not have been necessary at the time at which they were incurred but for the default of the Tenant.

16.04 Intentionally deleted

16.05 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease pursuant to Section 16.01. The failure by the Landlord to enforce any term or covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. No term, covenant or obligation of the Tenant contained in this Lease may be waived by the Landlord, unless such waiver be in writing executed by the Landlord. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent. No payment by the Tenant, or receipt by the Landlord of any Rent or other sum from the Tenant, nor any endorsement or statement on any cheque or letter accompanying payment, nor any other statement shall be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Landlord's rights with respect to the amount actually owing, and the Landlord may with or without notice to the Tenant accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy to which it is entitled. The Landlord shall be under no obligation to the Tenant to enforce any provision of this Lease, or any provision of any other tenant.

16.06 LANDLORD NOT LIABLE

The Landlord shall not be liable for any loss or damage to the Tenant's property or business caused by any reasonable acts of the Landlord in the exercise of its rights and remedies hereunder.

16.07 FOR LEASE SIGNS

The Landlord shall have the right within six (6) months prior to the termination of the Term to place upon the Premises a notice, of reasonable dimensions and reasonably placed so as not to interfere with the business of the Tenant, stating that the Premises are to let and the Tenant shall not remove or obscure such notice or permit the same to be removed or obscured.

16.08 HOLDING OVER

If the Tenant continues to occupy the Premises with the consent of the Landlord after the expiration or other termination of the Term without any further written agreement and subject to immediate termination by the Landlord without notice, the Tenant shall be a monthly tenant at a minimum monthly rent equal to twice the Semi-Gross Rent as aforesaid) and Additional Rent as herein provided and subject always to all

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of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises such that the Tenant shall deliver possession of the demised premises pursuant to Section 16.10 of this Lease upon termination of such monthly tenancy.

16.09 WAIVER OF RIGHTS OF REDEMPTION

The Tenant hereby expressly waives any and all rights of redemption or relief from forfeiture granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed from the Premises for any cause, or in the event or the Landlord obtaining possession of the Premises or of the Tenant's goods and chattels on the Premises, by reason of the default of the Tenant or otherwise.

16.10 VACATE UPON TERMINATION

At the termination of this Lease, whether by affluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in the same condition as the Premises were in upon delivery of possession to the Tenant, subject to the exceptions from the Tenant's obligation to repair in accordance with Section 11.02, and subject to the Tenant's rights and obligations in respect of removal in accordance with Section 12.03, and shall surrender all keys to the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of all combinations on locks, safes and vaults, if any, in the Premises.

ARTICLE 17.0 - GENERAL PROVISIONS

17.01 INDEMNIFIER

The obligations of the Indemnifier, if any, shall be as set out in Schedule "B".

17.02 APPROVALS

No provision in this Lease requiring the Landlord's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Landlord relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Landlord on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

17.03 LANDLORD'S PERFORMANCE

Notwithstanding anything in this Lease to the contrary, the Landlord shall be deemed not to be in default in respect of the performance of any of the terms, covenants and conditions of this Lease if any failure or delay in such performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, services or financing, Act of God, or other cause beyond the control of the Landlord.

17.04 RELATIONSHIP OF PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

17.05 SOLE AGREEMENT AND SURVIVAL OF AGREEMENT TO LEASE

This Lease and any Agreement to Lease pertaining to the Premises and executed and delivered by or on behalf of the Tenant and the Landlord, set forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the parties concerning the Premises and the Complex and there are no warranties, representations, covenants, promises, agreements, conditions or understandings, either oral or written, express or implied, between them other than as set forth in this lease, as modified pursuant to Section 17.06, or the said Agreement to Lease. The provisions of the said Agreement to Lease shall survive the execution and delivery of this Lease, provided that such provisions shall be deemed to be, and survive only as, covenants and not conditions and provided further that in the event of any conflict or contradiction between this Lease and the said Agreement to Lease, the provisions of this Lease shall prevail.

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17.06 MODIFICATIONS

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by the parties. At the request of the Landlord, the Tenant and the Indemnifier shall execute and deliver a modification agreement reflecting the changes in this Lease resulting from an adjustment in Floor Area or an extension of the Termination Date or reflecting any other alteration, amendment, change or addition agreed to between the parties, provided that the failure of the Tenant or the Indemnifier to do so shall not mean that the Tenant or the Indemnifier are not bound by the provisions of this Lease with respect to the effect of any such adjustment in Floor Area or an extension of the Termination Date.

17.07 NO BROKERAGE COMMISSION

As part of the consideration for the granting of this Lease, the Tenant represents and warrants to the Landlord that no broker or agent (other than any broker or agent authorized in writing by the Landlord) negotiated or was instrumental in negotiating or consummating this Lease. Notwithstanding the foregoing, any broker or agent of the Tenant shall be paid by the Tenant to the exoneration of the Landlord.

17.08 APPLICABLE LAW, COURT, LANGUAGE

- (a) This Lease shall be governed and construed by the laws of the Province of Ontario.
- (b) The venue of any proceedings taken in respect of this Lease shall be at Toronto, Ontario, so long as such venue is permitted by law, and the Tenant shall consent to any applications by the Landlord to change the venue of any proceedings taken elsewhere to Toronto, Ontario.
- (c) The parties hereto have required that the present agreement and all deeds, documents or notices relating thereto be drafted in the English language.

17.09 REGISTRATION

- (a) Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sub-lease of this Lease or any document evidencing any interest of the Tenant in the Lease or the Premises, against the lands or any part thereof comprising the Complex or the Premises. If either party intends to register a document for the purpose only of giving notice of this Lease or of any permitted assignments or permitted sub-lease of this Lease, then, upon request of such party, both parties shall join in the execution of a short form of this Lease (the "Short Form") solely for the purpose of supporting an application for registration of notice of this Lease or of any permitted assignment or permitted sub-lease. The form of the Short Form and of the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall (i) be prepared by the Landlord or its solicitors at the Tenant's expense; (ii) include therein a provision for, and require consent to, such registration by or on behalf of the Landlord; and (iii) only describe the parties, the Premises and the commencement date and expiration date of the Term. The Tenant agrees that registration, if any, of notice of this Lease or of any permitted assignment or permitted sub-lease by way of application pursuant to this section shall not proceed with respect to the entire Complex. The Landlord shall, in extending such consent, direct and identify from among the parcels of land comprising the Complex, the parcel or parcels within which the Premises are situate and any such notice shall be registered only against the title to such parcel or parcels. At the end of the Term the Tenant shall register an Application to Delete Notice of Lease from title at its sole cost and expense.
- (b) The Short Form shall contain a provision whereby the Tenant constitutes and appoints the Landlord and its nominees as the agent and attorney of the Tenant for the purpose of executing any instruments in writing required from the Tenant to give effect to this Section. All cost, expenses and taxes necessary to register or file the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall be the sole responsibility of the Tenant and the Tenant will complete any necessary affidavits required for registration purposes, including affidavits necessary to register a power of attorney contained in the Short Form. If requested by the Landlord, the Tenant shall execute promptly a power of attorney at any time and from time to time as may be required to give effect to this section.

17.10 CONSTRUED COVENANT, SEVERABILITY

All of the provisions of this Lease are to be construed as covenants and agreements. Should any

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provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

17.11 TIME

Time shall be of the essence hereof.

17.12 NOTICE

- (a) Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed. The addresses of the parties for the purpose hereof shall be, in the case of the Landlord, the address of the Landlord set forth in Section 1.01(a)(ii), and to such other party as the Landlord may require, and in the case of the Tenant, the address set forth in Section 1.01(d) or, in the event that the address is not so set forth, at the address of the Premises, and in the case of the Indemnifier, if any, at the address set forth in Section 1.01(c), or at such other respective address as may be established pursuant to Section 17.12. Notwithstanding the foregoing, during the currency of any interruption in the regular postal service, any notice to the Tenant may be left at the Premises and shall be effective upon being so left.
- (b) Any notice or service required to be given or effected under any statutory provision or rules of Court from time to time in effect in the Province of Ontario shall be sufficiently given or served if mailed or delivered at the address as aforesaid or, in the case of a party which is a corporation, if mailed to the registered office or registered head office within Ontario of that corporation.
- (c) Any party hereto may at any time give notice in writing to another of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.
- (d) Notwithstanding that the copy of any notice to the Tenant is not given to or received by the Indemnifier in accordance with Section 17.12, such notice to the Tenant shall be effective and valid as against both the Tenant and Indemnifier and the Landlord shall have all the rights and remedies contained in this Lease.

17.13 INDEX, HEADINGS

The index, headings and any marginal notes in this Lease are to be inserted for convenience or reference only and shall not affect the construction of this Lease or any provision hereof.

17.14 NUMBER AND GENDER

Whenever the singular or masculine or neuter is used in this Lease, the same shall be construed to mean the plural or feminine or body corporate where the context of this Lease or the parties hereto may so require.

17.15 NO TRANSFER ON BANKRUPTCY

Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any Trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

17.16 SUCCESSORS BOUND

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there shall be more than one party described in Section 1.01(b), they shall all be bound jointly and severally by the terms, covenants and agreements herein on the part of the Tenant. No rights, however, shall enure to the benefit of any assignee of the Tenant unless the assignment to such assignee has been first approved by the Landlord in accordance with Section 14.01.

17.17 TENANT'S ACCEPTANCE

The Tenant hereby accepts this Lease of the Premises, subject to the conditions, restrictions and covenants set forth herein.

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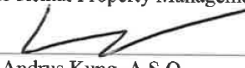
- 25 -

17.18 COUNTERPART AND ELECTRONIC EXECUTION

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The parties hereto consent and agree that this Lease may be signed and/or transmitted by facsimile, e-mail of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand-written signature. The parties further consent and agree that: (a) to the extent a party signs this Lease using electronic signature technology, by clicking "sign", such party is signing this Lease electronically; and (b) the electronic signatures appearing on this Lease shall be treated, for purposes of validity, enforceability, and admissibility, the same as hand-written signatures.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

CENTENNIAL HOUSE LIMITED
by its Authorized Agent and Manager
Briarlane Rental Property Management Inc.

Per: 
Andrus Kung, A.S.O.
I have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF
LONDON**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have authority to bind the Corporation

Appendix A – Lease Agreement

SCHEDULE "A" RULES AND REGULATIONS

1. REFUSE

- (a) All trash, rubbish, waste material and other garbage shall be kept within the Premises until the day of removal, such removal to be at the expense of the Tenant on a regular basis as determined by the Landlord.
- (b) The Tenant shall not burn any garbage in or about the Premises or anywhere within the Complex.
- (c) If the Tenant's garbage is of a deteriorating nature, creating offensive odours, the Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by the Landlord.
- (d) In the event the Landlord considers necessary, or otherwise consents in writing to, the placing of the Tenant's garbage outside the Premises, such garbage shall be placed by the Tenant in containers approved by the Landlord but provided at the Tenant's expense and kept at a location designated by the Landlord.

2. OVERLOADING, SUSPENSION

- (a) The Tenant shall not overload any floor of the Premises in excess of one hundred (100) pounds per square foot.
- (b) The Tenant shall not hang or suspend from any wall or ceiling or roof, or any other part of the Complex, any equipment, fixtures, signs or displays which are not first authorized by the Landlord.

3. ELECTRICAL EQUIPMENT

- (a) The Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefor.
- (b) If the Tenant requires any electrical equipment which might overload the electrical facilities in the Premises, the Tenant shall submit to the Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Landlord's insurers, all at the sole cost and expense of the Tenant.

4. PLUMBING

- (a) No plumbing facilities shall be used for any purpose other than that for which they were designed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Tenant or by any person for whom the Tenant is responsible shall be borne by the Tenant.
- (b) If the Tenant is engaged in a business required by law to have public-washroom accommodation with the Premises, the installation of water-closets and wash-basins and plumbing pertaining thereto and all finishing of such washroom shall be carried out by the Tenant at the Tenant's expense in accordance with the Landlord's specification. Additional water and drainage lines, as may be required for such installation, will be brought by the Landlord to the Premises at the Tenant's expense. Equipment to prevent clogging of the Landlord's drains shall be installed in the Premises by the Tenant at the Tenant's expense. Where the Leased Premises are leased as a restaurant or for any other purpose which the Landlord in its sole discretion is of the opinion that such clogging may result, the Tenant shall install grease traps or other equipment, as required by the Landlord.
- (c) If domestic hot water is required by the Tenant, Tenant shall supply and install, at his expense, a domestic water storage tank, heater and all domestic hot water piping.
- (d) The Landlord may require that the Tenant supply and install, at the Tenant's expense, a water meter where the consumption of water exceeds that of a standard Tenant washroom.

5. HVAC OPERATION

- (a) The Tenant shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment in such manner that there will be no direct or indirect appropriation of heating or

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cooling from other portions of the Complex (except to the extent that such appropriation may be unavoidable).

- (b) The Tenant shall not leave open any doors or windows to the exterior of the Complex which would adversely affect the performance of any heating, ventilating or air-conditioning equipment in the Complex.

6. SIGNS, ADVERTISING, DISPLAY WINDOW

- (a) The Tenant shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or placards without the prior written consent of the Landlord. The location, size, design, materials, content, construction and method of installation of such sign or signs shall be subject to the written approval of the Landlord before its or their erection and installation. No signs shall have exposed Neon or similar tubing.
- (b) The Tenant shall not use any advertising media that the Landlord shall deem objectionable to it or to other tenants, such, as without limitation, loudspeakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts within the Complex in a manner capable of being heard or seen outside the Premises.
- (c) The Tenant shall not install any exterior lighting, exterior decorations or build any aerial or mast, or make any change to the store front of the Premises, without the prior written consent of the Landlord.
- (d) The Tenant shall indemnify and save harmless the Landlord from all claims, demands, loss or damage to any person or property arising out of any sign, mast, aerial or tower installation, notwithstanding any consent by the Landlord thereto.
- (e) The Tenant shall keep all display windows neatly dressed and, together with any other windows, store fronts and lighted signs in, upon or affixed to the Premises, illuminated until 10:00 o'clock in the evening each day except Sunday, or to such other times as required by the Landlord.
- (f) Any installation requiring the Landlord's consent which has not received such consent shall be subject to immediate removal without notice at the Tenant's cost.

7. NO SOLICITATION

The Tenant, or the Tenant's employees and agents, shall not solicit business in the Parking Areas or other Common Areas and shall not distribute any handbills or other advertising matter therein.

8. PARKING

- (a) The Tenant shall furnish the Landlord with Provincial automobile licence numbers of all motor vehicles of the Tenant and its employees within five (5) days after taking possession of the Premises and shall thereafter notify the Landlord of any changes or additions to such numbers within five days after occurrence.
- (b) The Landlord may designate a portion of the Parking Areas for use by tenants and employees and in the event the Tenant and/or its employees park their vehicles in other portions of the Parking Areas, the landlord may charge the Tenant Ten Dollars (\$10.00) per vehicle for each day or portion thereof that such violation occurs or may have such vehicles towed away at the cost of the Tenant and/or its employees.

9. DELIVERY

- (a) The Tenant shall receive, ship, take delivery of, and allow and require suppliers and others to deliver to take delivery of, merchandise, supplies, fixtures, equipment, furnishings and materials only through the appropriate service and delivery facilities designated by the Landlord, at such times as the Landlord may reasonably specify and in accordance with the reasonable directives and further rules and regulations of the Landlord.
- (b) The Tenant shall inform suppliers of such times and rules and regulations respecting delivery so as to accommodate the ease of delivery to and from the Complex.
- (c) The Tenant shall remove all such merchandise and other delivered items from the loading area or other Common Areas immediately upon such delivery or shall pay such costs as may be determined by the Landlord for any hourly, daily or weekly temporary storage permitted by the Landlord.

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10. PESTS

The Landlord may require that the Tenant at the Tenant's cost, contract with such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require for implementation of a pest control programme.

11. NOTICE OF ACCIDENT, DEFECTS

The Tenant shall give immediate notice to the Landlord in case of fire or accident in case of fire or accident in the Premises or of defects therein or to any fixtures or equipment thereon.

12. EMERGENCY CONTACTS

The Tenant shall provide the Landlord with the names, addresses and telephone numbers of two (2) authorized employees of the Tenant who may be contacted by the Landlord in the event of an emergency relative to the Premises.

13. ENTRY AFTER HOURS

The Tenant and its employees, servants, agents and contractors may enter the Premises when the Complex is closed to the public but only by way of such entrances as the Landlord may designate from time to time and subject to such means as the Landlord may require to control the presence of persons within the Complex when so closed.

14. PERMITS, LICENCES

The Tenant alone shall be responsible for obtaining, from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licences or approvals as may be necessary for the operation of its business, the whole to the entire exoneration of the Landlord.

15. TENANT'S WORK

Any work to be performed in the Premises by the Tenant or its contractors shall be first approved and then made strictly in accordance with the rules and regulations of the Landlord from time to time in respect of work by tenants within the Complex.

16. ENTRY OUTSIDE OF NORMAL BUSINESS HOURS

At any time other than during normal business hours as established from time to time by the Landlord, the Landlord may require that all or any persons entering and leaving the Building identify themselves and register in books kept for that purpose, and may prevent any person from entering the Premises unless provided with a key thereto and a pass or other authorization from the Tenant in a form satisfactory to the Landlord, and may prevent any person removing any goods therefrom without written authorization, and may restrict access to all or any part of the Common Areas and Facilities. The Tenant shall permit and facilitate the entry of the Landlord, or those designated by it, into the Premises for the purpose of inspection, repair, window cleaning and the performance of janitorial services and other proper purposes and shall not permit access to main header ducts, janitorial and electrical closets and other necessary means of access to mechanical, electrical and other facilities to be obstructed by the placement of furniture, carpeting or otherwise. In the event of such obstruction, the Tenant will be responsible for the cost of providing such access. The Tenant shall not place any additional locks or other security devices upon any doors of the Premises or change any existing locks without the prior written approval of the Landlord and subject to any conditions imposed by the Landlord for the maintenance of necessary access.

17. USE OF PREMISES

The Tenant shall not use or permit the use of the Premises or bring or keep anything therein in such manner as to create any objectionable noise, odour or other nuisance or hazard or increase the risk of fire, or breach any applicable provisions of any municipal by-law or other lawful requirement applicable thereto or any requirement of the Landlord's insurers, shall not permit the Premises to be used for cooking (except with the Landlord's prior written consent) or for sleeping, shall keep the Premises tidy and free from rubbish, shall deposit rubbish in receptacles which are either designated or clearly intended for such use, and shall leave the Premises at the end of each business day in a condition such as to facilitate the performance of the Landlord's janitorial services in the Premises.

18. CARE OF PREMISES

The Tenant shall not abuse, misuse or damage the Premises or any of the improvements or facilities therein and in particular shall not deposit rubbish in any plumbing apparatus or use it for any purpose other than that for which it is intended, and shall not deface or mark any walls or other parts of the

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Premises. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.

19. RESTRICTION ON FOOD

The Tenant shall not perform, patronize or (to the extent under its control) permit any canvassing, soliciting or peddling on the lands, shall not install in the Premises any machines vending or dispensing refreshments or merchandise and shall not permit food or beverages to be delivered to the Premises by any persons who have been prohibited by the Landlord from bringing food or beverages to the Lands and Building, and the Tenant shall require any food or beverages being delivered to the Premises to be so delivered by such means and at such times as have been authorized by the Landlord.

20. MOVING EQUIPMENT AND FURNITURE

No safe or heavy equipment shall be moved by or for the Tenant or stored in the Premises unless the consent of the Landlord is first obtained, which consent may not be unreasonably withheld and unless all due care is taken. Such equipment shall be moved upon appropriate steel-bearing plates, skids or platforms and subject to the Landlord's direction and at such times, by such means and by such persons as the Landlord shall have approved. No furniture, freight or bulky matter of any description shall be moved in or out of the Premises or carried in the elevators of the Building except during such hours as the Landlord shall have approved. Hand trucks and similar appliances shall be equipped with rubber tires and other safeguards approved by the Landlord, and shall be used only by prior arrangement with the Landlord.

21. CONDOMINIUM

In the event the Building is to be registered as a condominium corporation, the Tenant will sign whatever documents may be reasonably necessary.

22. FURTHER RULES AND REGULATIONS

For the general benefit and welfare of the Complex and the tenants therein, the Landlord may amend these rules and regulations, by alteration or addition, and such amended rules and regulations shall be binding on the Tenant.

SCHEDULE "B"

Intentionally deleted.

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SCHEDULE "C" **TERMS OF OPTION TO EXTEND**

- (a) Provided when not in default and having consistently performed its obligations pursuant to the Lease throughout the term of the Lease, the Tenant shall have the right to extend this Lease upon written notice to the Landlord at least six (6) months prior to the then current term of the Lease for two (2) consecutive terms of two (2) years each on all the same general terms and conditions as contained in the Lease, save as to any further option to extend, any free rent provisions or leasehold improvements and save as to the Semi-Gross Rent which is to be agreed upon by the Landlord and the Tenant three (3) months prior to the end of the then current term of the Lease and will be based on the then current rental rate for comparable space. In the event that the lease form then used by the Landlord has changed, the parties shall enter into a lease on the then current form of lease.
- (b) In the event the Semi-Gross Rent for any extension term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the then current term of the Lease, the Semi-Gross Rent payable, subject to paragraph (c) hereof, shall be determined by arbitration pursuant to the provisions of the Arbitration Act of Ontario on the foregoing basis a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon an arbitrator, one shall be appointed in accordance with the provisions of the Arbitration Act of Ontario. The decision of the arbitrator (including any decision as to costs) shall be final and binding upon the Landlord and Tenant. Each of the Landlord and the Tenant shall provide the arbitrator with the Semi-Gross Rent it proposes and the arbitrator shall choose which proposal is closest to the fair market rental for similarly improved premises, subject to paragraph (c) hereof. The Tenant shall pay the Semi-Gross Rent calculated in paragraph (c) hereof after the end of the then current term and pending the arbitrator's decision, and such rent shall be adjusted forthwith after the decision of the arbitrator.
- (c) In no event shall Semi-Gross Rent during any extension term be less than the Semi-Gross Rent paid over the last year of the previous term.

Report to Strategic Priorities and Policy Committee

To: Chair and Members, Strategic Priorities and Policy Committee
From: Kevin Dickins, Deputy City Manager, Social and Health Development
Subject: Community Cold Weather Response (v2)
Date: October 31, 2023

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following Actions be taken regarding Community Cold Weather Response Report, that;

- a) Community Cold Weather Response Report **BE RECIEVED** for information;
- b) **APPROVE** a funding increase extension to the existing Municipal Purchase of Service agreement with London Cares at a total estimated increase of up to \$236,550 (excluding HST) for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold Weather Response drop-in space and outreach supports, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- c) **TO AUTHORIZE** and **APPROVE** a one-time funding allocation of up to \$157,224 from the Social Services Reserve Fund for London Cares Homeless Response Services to support security services for 602 Queens Ave;
- d) **TO AUTHORIZE** and **APPROVE** a one-time funding allocation of up to \$42,938 from the Social Services Reserve Fund for CMHA Thames Valley Addiction & Mental Health Services to support security services for 371 Hamilton Road;
- e) **APPROVE** a funding increase extension to the existing Municipal Purchase of Service agreement with CMHA Thames Valley Addiction & Mental Health Services at a total estimated increase of up to \$523,552 (excluding HST) for the period of October 1, 2023, to May 31, 2024, to administer the City of London 2023-24 Cold Weather Response drop-in space, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- f) **APPROVE** a funding reallocation of \$187,750 (excluding HST) from the existing Municipal Purchase of Service agreement with the Salvation Army Centre of Hope from the 2022-23 winter response to support the extension of shelter bed and shower services for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold Weather Response, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- g) That approval **BE GIVEN** to enter into a Single Source contract (SS2023-286) with The Ark Aid Street Mission in the amount up to \$638,000 (excluding HST) for the provision of cold weather response drop-in space from October 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- h) That approval **BE GIVEN** to enter into a Single Source contract (SS2023-287) with Safe Space London in the amount up to \$259,000 (excluding HST) for the provision of cold weather response drop-in space from December 1, 2023, to March 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- i) That approval **BE GIVEN** to enter into a Single Source contract (SS2023-288) with 519 Pursuit in the amount up to \$60,000 (excluding HST) for the provision of cold

weather response outreach services from December 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);

- j) **To APPROVE** funding from the existing Housing Stability Services budget for the total allocation amount of up to \$100,000 to support costs associated with the cold weather response for those who will remain unsheltered;
- k) Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in connection with the contracts noted in b) through i); and,
- l) The approval given herein **BE CONDITIONAL** upon the Corporation of the City of London entering into new and/or amending existing Purchase of Service Agreements with agencies outlined in the attached as Schedule 1 of this report.

Executive Summary

The community Encampment Strategy Table as part of the Whole of Community System Response has been in the planning stages of a temporary Cold Weather Response since July, 2023. The table and the many organizations engaged in this work were actively engaged throughout August and into September and October. This report provides an update of the actions taken to support the Cold Weather Response that included the identification of increased basic needs and drop-in spaces for those living unsheltered and to provide these temporary services for up to six months commencing on December 1, 2023. While the recommendations contained in this report are brought forward, exploration of additional indoor space and staffing plans continue to evolve and will be brought forward to Council in November for consideration. These additional plans will include overnight spaces and staffing services.

Housing Stability Services is seeking single source approval in accordance with the City's procurement Policy to implement a temporary Cold Weather Response program to provide lifesaving measures for individuals experiencing unsheltered homelessness this winter who cannot or are unable to access existing emergency shelters, resting spaces or other temporary shelter support services.

Specifically, Section 14.4e) which states:

"The required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience;"

Existing programs are operating at capacity and services are unable to expand to meet the anticipated demand during the winter months. During the warmer months there has also been an increase in people residing in small encampments throughout more isolated areas of the community.

The proposed Cold Weather Response program will allow City teams to work collaboratively with community partners and direct service providing-organizations to create temporary community spaces for the winter months through a multi-agency approach to meet a variety of needs with a variety of interventions.

The advancement of the Whole of Community System Response remains a priority as new Supportive Housing and Hubs are opened.

Linkage to the Corporate Strategic Plan

This report aligns with the strategic areas of focus in the 2023-2027 City of London Strategic Plan. The City of London Strategic Plan (2023-2027) identifies housing and homelessness as a key area of focus, and housing and homelessness work is identified throughout the Strategic Plan, impacting all areas of life for Londoners.

Housing and Homelessness

- Increased access to a range of quality, affordable, and supportive housing options that meet the unique needs of Londoners.
- Decreased number of Londoners at risk of or experiencing homelessness
- Improved safety in London's shelters system

Wellbeing and Safety

- Londoners have safe access to public spaces, services, and supports that increase wellbeing and quality of life
- Housing in London is affordable and attainable

Links to Community Recovery

The City of London is committed to working in partnership with the community to identify solutions that will drive a strong, deep, and inclusive community recovery for London as we move out of and beyond the global COVID-19 pandemic. This report, and the items within, are linked to supporting Londoners experiencing homelessness to attain and retain permanent housing. This work supports recovery efforts through a coordinated response that will support the transition of individuals and families experiencing or at risk of experiencing homelessness who have a variety of support needs into permanent housing.

Analysis

● 1.0 Previous Reports Related to this Matter

- Winter Response Program Outcome Report Year-over-Year Comparison (CPSC: August 15, 2023)
- 2022-2023 Winter Response Program Outcome Report (CPSC: May 24, 2023)
- 2022-2023 Winter Response and Community Accountability Working Group Funding Reallocation Request (CPSC: April 12, 2023)
- 2022-2023 Winter Response Program and Action and Accountability Working Group Update (CPSC: November 29, 2022)
- City of London 2021-2022 Winter Response Program for Unsheltered Individuals (CPSC: April 20, 2022)
- City of London 2020-2021 Winter Response Program for Unsheltered Individuals (November 2, 2021)
- Update – City of London 2020-2021 Winter Response Program For Unsheltered Individuals (CPSC: April 20, 2021)
- City of London 2020-2021 Winter Response Program for Unsheltered Individuals (CPSC: December 1, 2020)
- Municipal Council Approval of The Housing Stability Plan 2019 to 2024 as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)

2.0 Discussion and Considerations

2.1 Background

The proposal submitted by the Encampment Strategy Table has come after several rounds of direct engagement with various existing service providers and interested parties from across sectors. The elements of a Cold Weather Response have been sought since the planning process began in July. The proposed ability of participating agencies that are enclosed in this report are a result of conversations and actions taken over the course of several months.

The co-chairs of the Encampment Strategy Table undertook and led Community Discovery sessions in August in which service capacity, interest, and needs of the unsheltered community were identified. The planning process also included direct reach out to service providers and collective calls for assistance to organizations through multiple Strategy and Accountability Table meetings.

Through all of this the need for increased basic needs of those living unsheltered was abundantly clear. These needs include provision of essential needs such as showers, washrooms, the provision of increased supports for daytime and overnight drop-in space and focused efforts to address the immediate needs of those that may be encamping or

self-sheltering this winter. Additionally, organizations have looked at how the health and human resources component of staffing a cold weather response could be aided or bolstered by the efforts of more recent Whole of Community System Response partners.

The City of London Housing Stability Services team is working with community collaborators through the encampment strategy table to provide these temporary life saving day/overnight spaces, shelter space and outreach services during the winter months.

London currently funds approximately 300 beds within its existing emergency shelter system. These services are provided by Youth Opportunities Unlimited, Men's Mission including Rotholme Family Shelter, Centre of Hope and Unity Project. These spaces are consistently at or near capacity. The city also currently funds 10 resting space beds operated by London Cares which are also consistently at or near capacity.

The temporary response aims to support individuals in crisis, meet an individual's basic needs, increase connectivity to primary social services and to provide a solution to assist our most vulnerable Londoners to get out of the cold.

Significant background planning since July 2023 has taken place through the encampment strategy table including direct discussions with several community organizations that serve vulnerable individuals experiencing unsheltered homelessness, and while more details remain to be completed related to additional locations for indoor overnight beds and a corresponding staffing plan for such, those details remain unconfirmed, however, the details are expected to be brought back to Council in November for consideration.

Program locations and dates of operation:

Day Drop-In Space/Shower/Laundry/Washroom/Basic Needs:

- Ark Aid- 696 Dundas Street Location, October 1, 2023 to May 31, 2024. Open 6 hours per day, 7 days a week, including holidays. Services include showers, laundry, washrooms, basic needs provision.
- London Cares- 602 Queens Ave, December 2023, to March 31, 2024, Open 2 shifts of 3 hours, 5 days a week (M-F). Services include showers, laundry, washrooms, basic needs provision.
- CMHA London Coffee House- 371 Hamilton Road, October 1, 2023 to November 30, 2023 funding is for 3 hours of service per day, 7 days a week, Services include laundry, washrooms, basic needs provision.
- CMHA London Coffee House- 371 Hamilton Road, December 1, 2023 to May 31, 2024 funding is for 4 hours of service per day, 7 days a week, Services include laundry, washrooms, basic needs provision.
- Salvation Army Centre of Hope, 281 Wellington Street, December 2023 to March 31, 2024, Program includes 2 male and 1 female showers, Operates Monday, through Friday from 9am to 12pm.
- Safe Space London, 679 Dundas Street, December 2023 to March 31, 2024, program includes 15 drop-in spaces for women only Tues through Sat.

Night Drop-In Space:

- Salvation Army Centre of Hope, 281 Wellington Street, December 2023 to March 31, 2024, Program includes 15 additional shelter beds for women only.

- Safe Space London, 679 Dundas Street, December 2023 to March 31, 2024, program includes 15 overnight drop-in spaces for women only.

Additional Outreach:

- 519Pursuit outreach services from December 2023 to May 31, 2024, Reaching the most marginalized and hard to find individuals living unsheltered during the winter.
- London Cares outreach services from December 2023 to March 31, 2024, Reaching the most marginalized and hard to find individuals living unsheltered during the winter.

2.3 Procurement Process

Civic Administration (Purchasing and Supply) is recommending that the single source procurements for the listed agencies in this report be made under Section 14.4 e) of The Corporation of the City of London Procurement of Goods and Services Policy, stating there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract and/or the required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience to ensure the continuity of the identified services for 2022-23. Outlined in Schedule 1 of this report.

Several of the Service Providers outlined in Schedule 1 of this report have an existing Purchase of Service agreement with The City of London as a result are recommended to have their contracts amended which in accordance with section 20.3 (e) would require City Council approval. Those agencies who do not, Civic Administration will be looking to implement new contracts with those organizations. Pending approval, funding will be administered through new contracts and contract amendments to 2023-24 agreements.

3.0 Financial Impact/Considerations

The total amount of approved funding is up to \$2,105,014. The source of funding will be through Housing Stability Service budgets and Social Services Reserve Fund. Funding for this response is available on a one-time basis.

Attached as Schedule 1 “Cold Weather Response Expected Costs” provides a breakdown by agency of service to be provided, cost estimate, and duration.

Recommended by: Kevin Dickins, Deputy City Manager Social Health Development

Cc:
 Lynne Livingstone, City Manager
 Scott Mathers, Deputy City Manager, Planning & Economic Development
 Kelly Scherr, Deputy City Manager, Environment, and Infrastructure
 Anna Lisa Barbon, Deputy City Manager, Finance Supports
 Barry Card, Deputy City Manager, Legal Services
 Cheryl Smith, Deputy City Manager, Neighbourhood and Community-Wide Services
 John Paradis, Deputy City Manager, Enterprise Supports

Schedule 1: Cold Weather Response Expected Costs

Program/Service	Duration Up To:	Agency	Cost Estimate	
Day Drop-in	8 months	Ark Aid Street Mission	Staff Costs	\$475,000
			Operating Costs	\$108,000
			Participant Costs	\$55,000
			Admin (5% max.)	0
			TOTAL	Up to \$638,000
Day Drop-in	4 months	London Cares Homelessness Response	Staff Costs	\$76,193
			Operating Costs	\$20,100
			Participant Costs	\$8,470
			Admin (5% max.)	\$5,237
			TOTAL	Up to \$110,000
Day Drop-in Security	4 months	London Cares Homelessness Response	TOTAL:	Up to \$157,224
Day Drop-in	6 months	CMHA Thames Valley Addiction & Mental Health Services	Staff Costs	\$203,942
			Operating Costs	\$96,546
			Participant Costs	\$73,476
			Admin (5% max.)	\$18,699
			TOTAL	Up to \$392,663
Day Drop-in Security (afternoon hours only)	6 Months	CMHA Thames Valley Addiction & Mental Health Services	TOTAL:	Up to \$42,938
Day Drop-in	2 months	CMHA Thames Valley Addiction & Mental Health Services	Staff Costs	\$67,982
			Operating Costs	\$32,182
			Participant Costs	\$24,492
			Admin (5% max.)	\$6,233
			TOTAL:	Up to \$130,889
Shelter bed and showers	4 months	The Salvation Army Centre of Hope	Operating Costs	\$144,705
			Participant Costs	\$32,000
			Admin (5% max.)	\$11,045
			TOTAL	Re-allocation of \$187,750
Day and Overnight Drop-in	4 months	Safe Space	Staff Costs	\$169,000
			Operating Costs	\$66,000
			Participant Costs	\$12,000
			Admin (5% max.)	\$12,000
			TOTAL	Up to \$259,000
Outreach	6 months	519Pursuit	Staff Costs	\$58,100
			Operating Costs	\$0
			Participant Costs	\$1,900
			Admin (5% max.)	\$0
			TOTAL	Up to \$60,000
Outreach	4 months	London Cares Homelessness Response	Staff Costs	\$116,250
			Operating Costs	\$4,300
			Participant Costs	0
			Admin (5% max.)	6,000
			TOTAL	Up to \$126,550
			TOTAL	\$2,105,014

From: Joan Turner
Sent: Sunday, November 5, 2023 10:25 PM
To: Council Agenda <councilagenda@london.ca>
Cc: Stevenson, Susan <sstevenson@london.ca>
Subject: [EXTERNAL] 8.2 (6) Community Cold Weather Response

Regarding the Renewal of License for Safe Space for Sex Workers

I give consent for this email to be used and made public for council to vote on this issue.

I am opposed to the extension of the lease to Safe Space for Sex Workers.

I live in a Seniors Building within sight of this property, and an elementary school is one block away. School buses stop near this property (when it's not under construction) and the surrounding businesses are in trouble, trying to survive.

There has been an increase of garbage on the sidewalks - personal hygiene items, discarded clothing, makeup and unmentionables, and having this business in our neighbourhood has done nothing to REVITALIZE OLD EAST VILLAGE!

I was born in London 74 years ago, and sadly I have seen the state of East London deteriorate immensely. Growing up in south London, we often took the bus to E O A (East of Adelaide) now referred to as OEV Old East Village. This area was vibrant, bustling, fun to visit, there were shoe stores, bakeries, banks, bars, clothing stores, jewellers, theatre, any newcomers would just not recognize this as being the same place today.

Now, businesses are boarded up or fenced in with steel bars, many abandoned buildings, and human excrement on the sidewalks. Every day I see drug deals in front of the drug stores, pills being exchanged for dollar bills, it is very sad.

Please ask yourself why this "business" was evicted from the previous location on Rectory Street near Hamilton Road.

Please do not allow the lease on this property on Dundas Street at Lyle Street to be renewed!

Sincerely

Joan M Turner

November 3, 2023

City of London
City Hall
300 Dufferin Street
London, ON N6B 1Z2
sstevenson@london.ca
hmcaster@london.ca
jpribil@london.ca
Crahman@london.ca
pcuddy@london.ca
Slewis@london.ca
Ahopkins@london.ca
Epelozza@london.ca
Shillier@london.ca
Dferreira@london.ca
Mayor@london.ca
Pvanmeerbergen@london.ca
Slehman@london.ca
Sfranke@london.ca
Strosow@london.ca
councilagenda@london.ca

To all whom this matter concerns at City Hall,

Reference: Agenda Item - Section 8.2 (6) Community Cold Weather Response

I would like to advocate on behalf of the citizens who live and work in OEV that the license for the Safe Space for sex workers NOT be renewed. We were promised that the 4-month lease would NOT be renewed. Please keep your promise to us. We have been let down enough.

We have seen an uprise in the homeless population in OEV, people sleeping all over the streets, the trash, human waste, broken windows, damaged property and so on! THUS, we do not need to keep seeing men (customers) coming for these women on the block in which we live. Don't we have enough to contend with?

Please do not inundate us with further decline of the neighbourhood. Some/many of the Social Services need to be moved to other areas. We have more than our share.

Enough is enough for this Senior Citizen. Please add this concern to next week's Agenda Items.

I give my permission for this letter to be added to the Agenda.

Thanks,

Shirley Little

Civic Works Committee

Report

The 15th Meeting of the Civic Works Committee
October 24, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, Acting Mayor S. Lewis

ALSO PRESENT: Councillors D. Ferreira and J. Pribil; J. Adema, A. Alkema, G. Dales, S. Grady, A. Job, T. Koza, D. MacRae, A. Rammeloo, K. Scherr, J. Stanford and J. Bunn (Committee Clerk)

Remote Attendance: Councillor S. Hillier; E. Bennett, S. Corman, K. Oudekerk and E. Skalski

The meeting was 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: H. McAlister

Seconded by: S. Trosow

That Items 2.1 to 2.4 and 2.6 to 2.8 BE APPROVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Acting Mayor S. Lewis

Motion Passed (5 to 0)

2.1 11th Report of the Environmental Stewardship and Action Community Advisory Committee

Moved by: H. McAlister

Seconded by: S. Trosow

That the following actions be taken with respect to the 11th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on October 4, 2023:

- a) the Civic Administration BE REQUESTED to attend or provide a written communication to the November 1, 2023 Environmental Stewardship and Action Community Advisory Committee meeting to provide an update on fishing line receptacles;
- b) the start time of the Environmental Stewardship and Action Community Advisory Committee BE CHANGED from 3:00 PM to 4:30 PM on the first Wednesday of the month; it being noted that a majority of members selected this time; and,
- c) clauses 1.1, 3.1, 3.2, 5.1 to 5.4 and 6.1 BE RECEIVED.

Motion Passed

2.2 SS-2023-261 Single Source Procurement Operation and Maintenance of Landfill Gas Collection and Flaring System W12A Landfill Site

Moved by: H. McAlister
Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Single Source Procurement for the Operation and Maintenance of Landfill Gas Collection and Flaring System for the W12A Landfill Site (SS-2023-261):

- a) approval BE GIVEN to exercise the single source provisions of section 14.4 (d) and (e) of the Procurement of Goods and Services Policy for the operation and maintenance of the landfill gas collection and flaring system at the W12A Landfill Site in accordance with the proposal submitted by Comcor Environmental Limited, for a cost greater than \$50,000 per year, for a two-year term;
- b) the single source annual estimated price of \$150,530 (plus HST) submitted by Comcor Environmental Limited BE ACCEPTED to continue to provide operation and maintenance services of the landfill gas collection and flaring system services at the W12A Landfill Site in accordance with the terms and condition outlined in contract record C17-009 and applicable revisions;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and,
- d) approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2023-E07)

Motion Passed

2.3 Kensington Bridge Environmental Study Report - Notice of Completion

Moved by: H. McAlister
Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Kensington Bridge Environmental Study Report Notice of Completion:

- a) the Kensington Bridge Environmental Assessment Study 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. (2023-T04)

Motion Passed

2.4 Amendments to the Traffic and Parking By-law

Moved by: H. McAlister
Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated October 24, 2023, BE INTRODUCED at the Municipal Council

meeting to be held on November 7, 2023, for the purpose of amending the Traffic and Parking By-law (PS-114). (2023-T08/T02)

Motion Passed

2.6 Planned Rebuild of Incinerator Systems at Greenway Wastewater Treatment Plant – Procurement Approvals

Moved by: H. McAlister

Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Planned Rebuild of Incinerator Systems at Greenway Wastewater Treatment Plant and Procurement Approvals:

a) replacement fluidizing blower and repair of the existing blower BE AWARDED to Gardner Denver Nash LLC for the total price of \$273,587.00 USD, estimated at \$375,000.00 CDN, (excluding HST), in accordance with Section 12.2 (b) of the City of London's Procurement of Goods and Services Policy;

b) the supply of expansion joints BE AWARDED to Senior Flexonics Canada for the total price of \$615,000.00 (excluding HST), in accordance with Section 12.2 (b) of the City of London's Procurement of Goods and Services Policy;

c) the purchase orders issued for emergency repairs to the incinerator and related systems at Greenway Wastewater Treatment Plant under Section 14.2 of the City of London's Procurement of Goods and Services Policy at a projected total price of \$99,086.00 (excluding HST), BE CONFIRMED;

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

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

Motion Passed

2.7 Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Equipment Preselection

Moved by: H. McAlister

Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Greenway and Adelaide Wastewater Treatment Plans Climate Change Resiliency Equipment Preselection:

a) the supply of an equalization tank BE AWARDED to Greatario Engineered Storage Systems for the total price of \$889,887.00 (excluding HST), in accordance with Section 12.2 (b) of the City of London's Procurement of Goods and Services Policy;

- b) the supply of vertical propeller pumps equipment BE AWARDED to Sulzer Pumps (Canada) Inc. for the total price of \$1,515,821.37, including contingency (excluding HST), in accordance with Section 12.2 (b) 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 Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E03)

Motion Passed

2.8 Oxford Wastewater Treatment Plant Membrane Replacement - Consultant Award

Moved by: H. McAlister
 Seconded by: S. Trosow

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Oxford Wastewater Treatment Plant Membrane Replacement Consultant Award:

- a) CIMA Canada Inc. BE APPOINTED Design Consulting Engineers in the amount of \$325,000.00, including contingency (excluding HST), in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with 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; 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-E03)

Motion Passed

2.5 Mobility Master Plan 2050 Mode Share Target

That the following actions be taken with respect to the staff report, dated October 24, 2023, related to the Mobility Master Plan 2050 Mode Share Target:

- a) the Mobility Master Plan 2050 Mode Share Target report BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee to be aligned with the discussion related to the land use study and intensification;
- b) the Mobility Master Plan project team BE DIRECTED to consult with the Integrated Transportation Community Advisory Committee (ITCAC) with respect to this matter; and,

c) the Civic Administration BE DIRECTED to clearly indicate how any options align with the Climate Emergency Action Plan (CEAP) goals; it being noted that the delegation and presentation, as appended to the Added Agenda, from R. Buchal, ITCAC, with respect to this matter, were received. (2023-T10)

Motion Passed

Additional Votes:

Moved by: C. Rahman
Seconded by: P. Van Meerbergen

Motion to refer the Mobility Master Plan 2050 Mode Share Target staff report to a future meeting of the Strategic Priorities and Policy Committee.

Yeas: (6): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen, and Acting Mayor S. Lewis

Motion Passed (6 to 0)

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to amend the referral by adding the following:

b) the Mobility Master Plan project team BE DIRECTED to consult with the Integrated Transportation Community Advisory Committee with respect to this matter; and,

c) the Civic Administration BE DIRECTED to clearly indicate how any options align with the Climate Emergency Action Plan (CEAP) goals.

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Nays: (1): P. Van Meerbergen

Absent: (1): Acting Mayor S. Lewis

Motion Passed (4 to 1)

Moved by: S. Trosow
Seconded by: H. McAlister

Motion to approve parts b) and c) of the clause.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and Acting Mayor S. Lewis

Nays: (1): P. Van Meerbergen

Motion Passed (5 to 1)

3. Scheduled Items

3.1 London Transit's 2022 Annual Report

Moved by: H. McAlister
Seconded by: P. Cuddy

The London Transit Commission BE REQUESTED to review and refine the grading criteria for the 2023 annual report, with particular focus being

given to service delivery standards, and alignment with the City of London's Strategic Plan, as it relates to public transit, and report back at a future meeting of the Civic Works Committee;

it being noted that the communications, as appended to the Agenda and the Added Agenda, from J. Preston, W. Lau, M. Sheehan, C. Dolphin, L. Worsfold and P. Moore, the delegations from J. Preston, W. Lau and M. Sheehan and the London Transit Commission's 2022 Annual Report, dated October 11, 2023, with respect to this matter, were received.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and Acting Mayor S. Lewis

Absent: (1): P. Van Meerbergen

Motion Passed (5 to 0)

Additional Votes:

Moved by: P. Cuddy

Seconded by: H. McAlister

Motion to approve the delegation requests from J. Preston, W. Lau and M. Sheehan, to be heard at this meeting.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and Acting Mayor S. Lewis

Absent: (1): P. Van Meerbergen

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 CWC Deferred Matters List

Moved by: H. McAlister

Seconded by: Acting Mayor S. Lewis

That the Civic Works Committee Deferred Matters List, dated October 13, 2023, BE RECEIVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and Acting Mayor S. Lewis

Absent: (1): P. Van Meerbergen

Motion Passed (5 to 0)

5.2 (ADDED) 11th Report of the Integrated Transportation Community Advisory Committee

Moved by: H. McAlister

Seconded by: S. Trosow

That the 11th Report of the Integrated Transportation Community Advisory Committee, from the meeting held on October 18, 2023, BE RECEIVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and Acting Mayor S. Lewis

Absent: (1): P. Van Meerbergen

Motion Passed (5 to 0)

6. Confidential

Moved by: P. Cuddy

Seconded by: C. Rahman

That the Civic Works Committee convene In Closed Session for the purpose of considering the following:

6.1 Personal Matters /Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List – "Environment" Category.

Yeas: (4): C. Rahman, H. McAlister, P. Cuddy, and S. Trosow

Absent: (2): P. Van Meerbergen, and Acting Mayor S. Lewis

Motion Passed (4 to 0)

The Civic Works Committee convened In Closed Session from 1:41 PM to 1:45 PM.

7. Adjournment

The meeting adjourned at 1:47 PM.

Strategic Priorities and Policy Committee

Report

26th Meeting of the Strategic Priorities and Policy Committee
October 31, 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, C. Cooper, S. Corman, K. Dickins, P. Kokkoros, S. Mathers, H. McNeely, J. Paradis, K. Scherr, E. Skalski, C. Smith, J. Taylor, S. Thompson, M. Tomazincic

Remote Attendance: E. Bennett, J. Bunn, B. Card

The meeting is called to order at 2:05 PM; it being noted that Councillors S. Hillier, E. Pelozza, S. Franke, and P. Van Meerbergen were in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor J. Pribil disclosed a pecuniary interest related to item 2.2 regarding the October Progress Update – Health & Homelessness Whole of Community System Response report as it relates to funding for Downtown London Business Association as the Councillor indicated they are a member of the Association.

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest related to item 2.2 regarding the October Progress Update – Health & Homelessness Whole of Community System Response report as it relates to funding for Downtown London Business Association as the Councillor indicated they are a member of the Association.

2. Consent

Moved by: S. Lewis
Seconded by: P. Cuddy

That consent items 2.4 and 2.5 BE APPROVED, with the exclusion of items 2.1, 2.2, and 2.3.

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)

2.4 Updates to Appointment of Members to Committee, Civic Boards and Commissions Process

Moved by: S. Lewis
Seconded by: P. Cuddy

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

- a) the proposed by-law as appended to the staff report dated October 31, 2023 Appendix 'A' BE INTRODUCED at the Municipal Council meeting on November 7, 2023 to amend CPOL.-71-303 being "Appointment of

Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to repeal and replace Schedule “A”; and

b) the proposed by-law as appended to the staff report dated October 31, 2023 as Appendix ‘B’ BE INTRODUCED at the Municipal Council meeting on November 7, 2023 to amend CPO.L.-398-43 being “Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions” to repeal and replace Schedule “A”.

Motion Passed

2.5 8th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: S. Lewis

Seconded by: P. Cuddy

That the 8th and 10th Reports of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meetings held on October 12 and October 25, 2023, respectively, BE RECEIVED.

Motion Passed

2.1 London's Housing Pledge: A Path to 47,000 Units by 2031 Update

Moved by: S. Lewis

Seconded by: H. McAlister

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

- a) the staff report BE RECEIVED for information; and
- b) the Civic Administration BE DIRECTED to give priority to development applications and building permits that serve to accelerate and support an increase to housing supply, including initiatives and projects related to the Housing Accelerator Fund.

it being noted that the Strategic Priorities and Policy Committee heard a delegation from M. Wallace, Executive Director, London Development Institute with respect to this matter.

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: C. Rahman

Seconded by: S. Stevenson

That the delegation request for M. Wallace, LDI, BE APPROVED to be heard at this time.

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

Absent: (1): S. Hillier

Motion Passed (14 to 0)

2.2 October Progress Update - Health and Homelessness Whole of Community System Response

Moved by: S. Lewis

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following Actions be taken regarding October Progress Update – Health & Homelessness Whole of Community System Response report;

- a) the October Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information;
- b) One-time grants of \$1,160,000 to Downtown London Business Association and \$500,000 to Old East Village Business Improvement Area (OEV BIA) BE APPROVED, with funding to be sourced from the Operating Budget Contingency Reserve from funds set aside to offset the financial impacts of COVID-19;
- c) a one-time grant of \$250,000 to the Argyle and Hamilton Road Business Improvement Associations be APPROVED, with funding to be sourced from the Operating Budget Contingency Reserve funds; and that Civic Administration BE DIRECTED to reach out to all Business Improvement Associations and invite a representative to participate in Business Reference Table the Strategy and Accountability Table discussions;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with b), and c);
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal agreement by by-law relating to b), and c) under s. 22.9 of the Council Procedure by-law;
- f) the Deputy City Manager Social and Health development BE DELEGATED, or written designate, the authority to approve any grant agreements related to b), and c); and
- g) the London Service Depots Summary Report: Results From the First 60 Days of Implementation BE RECEIVED for information as appended to the staff report dated October 31, 2023 as Appendix "A";

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

- a communication dated October 25, 2023 from B. Maly, Executive Director, Downtown London and S. A. Collyer, Board Chair, London Downtown Business Association;
- a communication dated October 25, 2023 from K. Morrison, General Manager and M. Drangova, Board Chair, Old East Village BIA;
- a communication dated October 27, 2023 from S. Courtice, Executive Director, London InterCommunity Health Centre;
- a communication dated October 28, 2023 from L. Sallabank, Owner, Salon Entrenous;
- a communication dated October 30, 2023 from Deputy Mayor Lewis and Councillor McAlister; and
- a communication dated October 30, 2023 from Councillors Pribil and Cuddy.

it be further noted that the Strategic Priorities and Policy Committee heard a delegation from Peter Gioiosa with respect to this matter.

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

Recuse: (2): J. Pribil, and S. Lehman

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 0)

ADDITIONAL VOTES:

Moved by: S. Trosow

Seconded by: S. Stevenson

That the delegation request for Peter Gioiosa, BE APPROVED to be heard at this time.

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

Absent: (1): S. Lehman

Motion Passed (14 to 0)

Moved by: S. Lewis

Seconded by: H. McAlister

That, with respect to the October Progress Update – Health & Homelessness Whole of Community System Response, the following actions be taken:

a) that a new part c) be added to read “that, a one-time grant of \$250,000 to the Argyle and Hamilton Road Business Improvement Associations be APPROVED, with funding to be sourced from the Operating Budget Contingency Reserve funds and;

Yeas: (8): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Franke, E. Pelozza, and D. Ferreira

Nays: (4): S. Stevenson, S. Trosow, A. Hopkins, and S. Hillier

Recuse: (2): J. Pribil, and S. Lehman

Absent: (1): P. Van Meerbergen

Motion Passed (8 to 4)

Moved by: C. Rahman

Seconded by: H. McAlister

That, the proposed amendment be amended to include:

a) a new part be added to read “that, a one-time grant of \$125,000 to the Hyde Park Business Improvement Association BE APPROVED, with funding to be sourced from the Operating Budget Contingency Reserve funds;

b) that the existing parts BE AMENDED to reflect the new part.

Yeas: (5): J. Morgan, H. McAlister, S. Lewis, C. Rahman, and S. Franke

Nays: (7): P. Cuddy, S. Stevenson, S. Trosow, A. Hopkins, E. Pelozza, D. Ferreira, and S. Hillier

Recuse: (2): J. Pribil, and S. Lehman

Absent: (1): P. Van Meerbergen

Motion Failed (5 to 7)

Moved by: S. Lewis

Seconded by: H. McAlister

That with respect to the October Progress Update – Health & Homelessness Whole of Community System Response, the following actions be taken:

The Civic Administration BE DIRECTED to reach out to all Business Improvement Associations and invite a representative to participate in Business Reference Table the Strategy and Accountability Table discussions; and that the existing parts BE AMENDED to reflect the new part.

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

Recuse: (2): J. Pribil, and S. Lehman

Absent: (1): P. Van Meerbergen

Motion Passed (12 to 0)

Moved by: S. Stevenson

Seconded by: P. Cuddy

That pursuant to section 31.6 of the Council Procedure By-law, Councillor Stevenson BE PERMITTED to speak an additional 2 minutes with respect to this matter.

Motion Failed

2.3 Community Cold Weather Response

Moved by: P. Cuddy

Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken regarding the Community Cold Weather Response Report;

a) Community Cold Weather Response Report BE RECEIVED for information;

b) APPROVE a funding increase extension to the existing Municipal Purchase of Service agreement with London Cares at a total estimated increase of up to \$236,550 (excluding HST) for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold Weather Response drop-in space and outreach supports, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;

- c) TO AUTHORIZE and APPROVE a one-time funding allocation of up to \$157,224 from the Social Services Reserve Fund for London Cares Homeless Response Services to support security services for 602 Queens Avenue;
- d) TO AUTHORIZE and APPROVE a one-time funding allocation of up to \$42,938 from the Social Services Reserve Fund for CMHA Thames Valley Addiction & Mental Health Services to support security services for 371 Hamilton Road;
- e) APPROVE a funding increase extension to the existing Municipal Purchase of Service agreement with CMHA Thames Valley Addiction & Mental Health Services at a total estimated increase of up to \$350,000 (excluding HST) for the period of December 1, 2023, to May 31, 2024, to administer the City of London 2023-24 Cold Weather Response drop-in space, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- f) APPROVE a funding reallocation of \$187,750 (excluding HST) from the existing Municipal Purchase of Service agreement with the Salvation Army Centre of Hope from the 2022-23 winter response to support the extension of shelter bed and shower services for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold Weather Response, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- g) the approval BE GIVEN to enter into a Single Source contract (SS2023-286) with The Ark Aid Street Mission in the amount up to \$638,000 (excluding HST) for the provision of cold weather response drop-in space from October 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- h) the approval BE GIVEN to enter into a Single Source contract (SS2023-287) with Safe Space London in the amount up to \$259,000 (excluding HST) for the provision of cold weather response drop-in space from December 1, 2023, to March 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- i) the approval BE GIVEN to enter into a Single Source contract (SS2023-288) with 519 Pursuit in the amount up to \$60,000 (excluding HST) for the provision of cold weather response outreach services from December 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- j) APPROVE funding from the existing Housing Stability Services budget for the total allocation amount of up to \$100,000 to support costs associated with the cold weather response for those who will remain unsheltered;
- k) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts noted in b) through i); and,
- l) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into new and/or amending existing Purchase of Service Agreements with agencies outlined in the staff report dated October 31, 2023 as Schedule 1.

ADDITIONAL VOTES:

Moved by: P. Cuddy
 Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken regarding the Community Cold Weather Response Report;

- c) TO AUTHORIZE and APPROVE a one-time funding allocation of up to \$157,224 from the Social Services Reserve Fund for London Cares Homeless Response Services to support security services for 602 Queens Avenue;
- d) TO AUTHORIZE and APPROVE a one-time funding allocation of up to \$42,938 from the Social Services Reserve Fund for CMHA Thames Valley Addiction & Mental Health Services to support security services for 371 Hamilton Road;
- e) APPROVE a funding increase extension to the existing Municipal Purchase of Service agreement with CMHA Thames Valley Addiction & Mental Health Services at a total estimated increase of up to \$350,000 (excluding HST) for the period of December 1, 2023, to May 31, 2024, to administer the City of London 2023-24 Cold Weather Response drop-in space, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;
- g) the approval BE GIVEN to enter into a Single Source contract (SS2023-286) with The Ark Aid Street Mission in the amount up to \$638,000 (excluding HST) for the provision of cold weather response drop-in space from October 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- h) the approval BE GIVEN to enter into a Single Source contract (SS2023-287) with Safe Space London in the amount up to \$259,000 (excluding HST) for the provision of cold weather response drop-in space from December 1, 2023, to March 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);
- j) APPROVE funding from the existing Housing Stability Services budget for the total allocation amount of up to \$100,000 to support costs associated with the cold weather response for those who will remain unsheltered;

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. Pelosa

Motion Passed (12 to 1)

Moved by: P. Cuddy

Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken regarding the Community Cold Weather Response Report;

- a) Community Cold Weather Response Report BE RECEIVED for information;
- b) APPROVE a funding increase extension to the existing Municipal Purchase of Service agreement with London Cares at a total estimated increase of up to \$236,550 (excluding HST) for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold

Weather Response drop-in space and outreach supports, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;

f) APPROVE a funding reallocation of \$187,750 (excluding HST) from the existing Municipal Purchase of Service agreement with the Salvation Army Centre of Hope from the 2022-23 winter response to support the extension of shelter bed and shower services for the period of December 1, 2023, to March 31, 2024, to administer the City of London 2023-24 Cold Weather Response, as per the Corporation of the City of London Procurement Policy Section 20.3 e); to the following existing agreements;

i) the approval BE GIVEN to enter into a Single Source contract (SS2023-288) with 519 Pursuit in the amount up to \$60,000 (excluding HST) for the provision of cold weather response outreach services from December 1, 2023, to May 31, 2024, in accordance with the City of London's Procurement of Goods and Services Policy section 14.4, clause (e);

k) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts noted in b) through i); and,

l) the approval given herein BE CONDITIONAL upon the Corporation of the City of London entering into new and/or amending existing Purchase of Service Agreements with agencies outlined in the staff report dated October 31, 2023 as Schedule 1.

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

Absent: (2): P. Van Meerbergen, and E. Pelozza

Motion Passed (13 to 0)

3. Scheduled Items

3.1 Delegation - Bill Rayburn, CAO, Middlesex County and Neal Roberts, Middlesex-London Paramedic Service - Service Overview and Operating Pressures

Moved by: D. Ferreira

Seconded by: S. Lehman

That with respect to the matter with respect to the Middlesex-London Paramedic Service, that the following actions be taken:

a) that the Mayor BE REQUESTED to support the Middlesex County and Middlesex-London Paramedic Service in their advocacy including but not limited to issues of dispatch, off load delays, and funding formula; and

b) that the presentation from N. Roberts, Chief of Middlesex-London Paramedic Service and B. Rayburn, CAO, Middlesex County, with respect to the Middlesex-London Paramedic Service, Service Overview and Operating Pressures, BE RECEIVED.

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, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 to 0)

3.2 Delegation - London Transit Commission - 2023 to 2027 Work Plan Update

Moved by: C. Rahman
Seconded by: A. Hopkins

That the presentation from Kelly Paleczny, General Manager and Sheryl Rooth, Commission Chair, London Transit Commission, with respect to the 2023 to 2027 Work Plan Update, BE RECEIVED.

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)

4. Items for Direction

4.1 Confirmation of Appointments to RBC Place London

Moved by: C. Rahman
Seconded by: S. Stevenson

That the following actions be taken with respect to the appointments to the RBC Place London Board of Directors:

a) Sara De Candido (Health Care Sector), Class 1, BE APPOINTED for the term ending November 14, 2024; and

b) Jennifer Diplock BE APPOINTED for the term ending November 14, 2024.

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)

4.2 9th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: C. Rahman
Seconded by: D. Ferreira

That the following actions be taken with respect to the 9th Report of Diversity, Inclusion and Anti-Oppressions Community Advisory Committee from its meeting held on October 18, 2023:

a) the following actions be taken with respect to the 2023 Diversity, Race Relations and Inclusivity Award (DRRIA):

i) the Oakridge Presbyterian Church Mission and Outreach BE AWARDED the 2023 Diversity, Race Relations and Inclusivity Award, in the Small Business/Small Labour (49 or fewer employees/members) category;

ii) the Islamic Relief Canada London Regional Team BE AWARDED the 2023 Diversity, Race Relations and Inclusivity Award, in the Large Business/Large Labour (50+ members) category;

iii) Project SEARCH BE AWARDED the 2023 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services (including Not-for-

Profits) (49 or fewer employees/members) category;

iv) the London Track 3 Adaptive Snow School BE AWARDED the 2023 Diversity, Race Relations and Inclusivity Award, in the Social/Community Services (50+ members) category;

v) Yesalihuni "They Will Teach You" Youth Initiative BE AWARDED the 2023 Diversity, Race Relations and Inclusivity Award, in the Youth/Young Adult Groups or Organizations category; and,

vi) the Awards and Recognition Sub-Committee report with respect to the 2023 DRRIA Recommendations BE RECEIVED;

b) clauses 1.1, 2.1, 2.2 and 6.1 BE RECEIVED for information.

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)

4.3 City of London's Response to Housing and Homelessness - Councillors S. Stevenson and J. Pribil

Moved by: A. Hopkins

Seconded by: C. Rahman

That the communication dated October 23, 2023 from Councillors S. Stevenson and J. Pribil, with respect to the City of London's Response to Housing and Homelessness, BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received a communication dated October 29, 2023 from C. Butler with respect to this matter.

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. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

Motion Passed (14 to 0)

ADDITIONAL VOTES:

Moved by: S. Stevenson

Seconded by: J. Pribil

That the following actions be taken with respect to the City of London's response to Housing and Homelessness and report back to the November 21, 2023 Strategic Priorities and Policy Committee meeting:

a) the Civic Administration BE DIRECTED to report back on the recovery services currently being offered and explore opportunities to provide/expand recovery focused programs within the existing and/or newly established local emergency shelters and facilities;

b) the Civic Administration BE DIRECTED to report back on current staffing ratios and explore establishing minimum staffing ratios within existing local emergency shelters; and

c) the Civic Administration BE DIRECTED to identify the costs, operational start dates, and potential sources of available funding for the above

potential recovery based programs and increased staffing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated October 23, 2023 from Councillors S. Stevenson and J. Pribil and a communication dated October 29, 2023 from C. Butler with respect to this matter.

Yeas: (4): S. Stevenson, J. Pribil, P. Van Meerbergen, and E. Peloza

Nays: (10): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): S. Trosow

Motion Failed (4 to 10)

Moved by: S. Stevenson

Seconded by: S. Lewis

That the Committee recess for 10 minutes at this time.

Motion Passed

The Committee recesses at 4:33 PM and reconvenes at 4:51 PM

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Lewis

Seconded by: J. Morgan

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 or pending 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 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 and directions and instructions to officers and employees or agents of the municipality.

6.3 Personal Matter/Identifiable Individual

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

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

Absent: (2): P. Van Meerbergen, and E. Peloza

Motion Passed (13 to 0)

The Strategic Priorities and Policy Committee convenes In Closed Session from 7:49 PM to 8:39 PM.

ADDITIONAL VOTES:

Moved by: C. Rahman
Seconded by: P. Cuddy

That the following items BE REFERRED to the Council Meeting to be held on November 7, 2023 for consideration;

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 or pending 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 (ADDED) 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 and directions and instructions to officers and employees or agents of the municipality.

6.3 (ADDED) Personal Matter/Identifiable Individual A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

Yeas: (4): C. Rahman, S. Lehman, S. Franke, and S. Hillier

Nays: (9): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, A. Hopkins, and D. Ferreira

Absent: (2): P. Van Meerbergen, and E. Pelozza

Motion Failed (4 to 9)

7. Adjournment

Moved by: P. Cuddy
Seconded by: S. Lewis

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 8:42 PM.

Planning and Environment Committee

Report

17th Meeting of the Planning and Environment Committee
October 23, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy, J. Pribil, and C. Rahman; S. Chambers, M. Corby, S. Corman, M. Davenport, K. Edwards, K. Gonyou, M. Greguol, T. Hetherington, B. House, M. Hynes, P. Kavcic, S. Mathers, C. McCreery, H. McNeely, B. O'Hagan, B. Page, M. Pease, A. Rammeloo, A. Riley, J. Taylor, E. Williamson

Remote Attendance: Councillor E. Pelozza, E. Bennett, B. Card, D. Harpal, M. Schulthess, E. Skalski

The meeting is called to order at 4:01 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: S. Lewis

Seconded by: A. Hopkins

That consent items 2.1 and 2.4 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 Streamline Development Approval Fund Update

Moved by: S. Lewis

Seconded by: A. Hopkins

That the staff report dated October 23, 2023 entitled "Streamline Development Approval Fund - Update" BE RECEIVED for information. (2023-F11A)

Motion Passed

2.4 Monthly Heritage Report - September 2023

Moved by: S. Lewis

Seconded by: A. Hopkins

That the Heritage Monthly report for September, 2023 BE RECEIVED for information. (2023-R01)

Motion Passed

2.2 Contract Renewal for Management of Environmentally Significant Areas

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Contract Renewal for the Management of Environmentally Significant Areas;

a) approval BE GIVEN under Section 14.3 (c) of the Procurement of Goods and Services Policy to enter into an Agreement with the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London as a “Sole Source” contract; and,

b) the proposed by-law appended to the staff report dated October 23, 2023 BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023, to approve an Agreement between The Corporation of the City of London and the Upper Thames River Conservation Authority for the management of Environmentally Significant Areas in the City of London, substantially in the form appended to the by-law, and to authorize the Mayor and City Clerk to execute the agreement;

it being noted that funding for this service is included within the base budget of Planning and Development. (2023-E20)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.3 Conservation Authority Cost Apportioning Agreements

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Conservation Authority Cost Apportioning Agreements:

a) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023, to:

i) APPROVE the three separate Cost Apportioning Agreements between the Upper Thames River Conservation Authority, Kettle Creek Conservation Authority, and the Lower Thames Valley Conservation Authority and The Corporation of the City of London;

ii) AUTHORIZE the Mayor and City Clerk to execute any contract or other documents, if required, to give effect to these recommendations; and,

iii) AUTHORIZE the Mayor and the City Clerk to execute any amendments to the Agreement approved by the Deputy City Manager, Finance Supports or Deputy City Manager, Planning and Economic Development. (2023-L04A)

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: A. Hopkins

That a change in order BE APPROVED to allow consent item 2.3 to be heard before item 2.2.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Demolition Request for Heritage Listed Property - 5200 Wellington Road South

Moved by: S. Franke

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with respect to the demolition request for the building on the heritage listed property at 5200 Wellington Road South:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on the property;
- b) the property at 5200 Wellington Road South BE REMOVED from the Register of Cultural Heritage Resources;
- c) the property owner BE ENCOURAGED to implement the conservation strategies identified in Section 8.2 of Appendix C of the staff report dated October 23, 2023; and,
- d) the Site Plan Approval Authority BE REQUESTED to consider the following matters through the site plan process:
 - i) commemorate the cultural heritage value for display in the new school, which may include the installation of a heritage plaque or marker in a prominent, visible location on the property;
 - ii) salvaged elements should be incorporated to support the future commemoration and interpretation of the site; and,
 - iii) the use of a folded plate roof structure in the new school building designed to evoke the style and appearance of the original chapel;

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

it being acknowledged 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: S. Franke
Seconded by: S. Lewis

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)

3.2 Demolition Request for Heritage Listed Property - 7056 Pack Road

Moved by: A. Hopkins
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the demolition request for the building on the heritage listed property at 7056 Pack Road:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on the property; and,
- b) the property at 7056 Pack Road BE REMOVED from the Register of Cultural Heritage Resources;

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

- E. Sugden, Bright Past;

it being acknowledged 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: S. Franke

Seconded by: S. Lewis

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 1958 Duluth Crescent (OZ-9638 / 39T-23504)

Moved by: S. Lewis

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 Monteith Brown Planning Consultants, relating to the property located at 1958 Duluth Crescent:

a) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend the Official Plan for the City of London, 2016, to:

- i) ADD a new Specific Policy to the Neighbourhoods Place Type to permit apartments, mixed-use buildings, community facilities and a maximum height of four storeys;
- ii) ADD the subject lands to Map 7 – Specific Policy Areas – of The London Plan; and,
- iii) REVISE Map 1 – Place Types – of the Official Plan, The London Plan to redesignate a portion of the subject property FROM a Neighbourhoods Place Type TO a Green Space Place Type;

b) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM a Neighbourhood Facility (NF1) Zone TO a Holding Residential R1 (h*h-100*R1-2) Zone; a Holding Residential R4 Special Provision (h*h-100*R4-5(_)) Zone; a Holding Residential R5 Special Provision (h*h-100*R5-6(_)) Zone; a Holding Residential R6 Special Provision (R6-5(_)) Zone; a Holding Residential R5 Special Provision (h*h-100*R5-6(_)) Zone; a Holding Residential R6 Special Provision (h*h-100*R6-5(_)) Zone; a Holding Residential R6 Special Provision (h*h-100*R6-5(_)) Zone; and a Open Space OS1 Special Provision (OS1(3)) Zone;

c) the Approval Authority BE ADVISED that issues were raised at the public meeting with respect to the application approval process relating to the property located at 1958 Duluth Crescent relating to traffic entering onto Clarke Road and community safety concerns with public walkway; and,

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision, submitted by Monteith Brown Planning Consultants, (File No. 39T-23504), dated June 26, 2023, which shows two (2) single detached dwellings, four (4) multi-family residential blocks, one (1) mixed-use residential block, one (1) park block, and one (1) public pathway block to be served by one (1) public road (extension to Duluth Crescent);

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

- Stephen Janssen, London Christian School;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2020;
- the recommended amendments conform to general intent and purpose of The London Plan, including, but not limited to Our Strategy, Our City, City Building Policies, Neighbourhoods Pace Type and Criteria for Specific Policies; and,
- the recommended amendments facilitate the development of an underutilized site with an appropriate range of uses at an appropriate scale and intensity;

it being acknowledged 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-D08)

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: 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)

3.4 3317 White Oak Road (Z-9645)

Moved by: A. Hopkins
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 3317 White Oak Road Inc., (c/o MHBC), relating to the property located at 3317 White Oak Road, the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 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 (UR4) Zone TO a Holding Light Industrial (h-18*h-()*h-212*h-()*LI6/LI7/LI10) Zone;

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

- S. Allen, MHBC;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the Southwest Area Secondary Plan;
- the recommended amendment conforms to The London Plan, including, but not limited to the Light Industrial Place Type and Key Directions; and,
- the recommended amendment facilitates the future development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of industrial uses;

it being acknowledged 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-D08)

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: 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)

3.5 764, 772, and 774 Crumlin Sideroad (OZ-9642)

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 New London Group Ltd., (c/o Zelinka Priamo Ltd.), relating to the properties located at 764, 772 and 774 Crumlin Sideroad:

a) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend the Official Plan for the City of London, 2016, by REVISING the policy for Crumlin / Gore Road in the Specific Policies for the Rural Neighbourhoods Place Type and by REMOVING the subject lands from Map 7 – Specific Policies Areas – of the Official Plan; and,

b) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 (R1-17) Zone, an Open Space (OS4) Zone, an Agricultural (AG1) Zone and an Environmental Review (ER) Zone TO a holding Residential R1 Special Provision (h-183*R1-14(_)) Zone, an Open Space (OS4) Zone, an Agricultural (AG1) Zone and an Environmental Review (ER) Zone;

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

- K. Crowley, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including, but not limited to, the Key Directions and Rural Neighbourhoods, Open Space and Farmland Policies;
- the recommended amendment will facilitate the future severance of the subject lands into multiple residential lots;
- the recommended amendment is consistent with the character of the existing rural neighbourhood area and will not negatively impact surrounding properties; and,
- the proposed uses are compatible with the adjacent land uses and considers both the long-term protection of agricultural resources and the long-term compatibility of uses;

it being acknowledged 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-D09)

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)

3.6 1901 Jalna Boulevard (Z-9633)

Moved by: S. Lewis

Seconded by: S. Hillier

That, notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kindred Works, (c/o Zelinka Priamo Ltd.), relating to the property located at 1901 Jalna Boulevard:

a) the proposed, revised, attached by-law as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 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 Neighbourhood Facility (NF) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone;

b) the requested Special Provisions, as part of the amendment to Zoning By-law No. Z.-1, notwithstanding Section 4.19.4) b) parking may be permitted in the south exterior yard along Jalna Boulevard and to permit a maximum driveway width of 4.6 metres whereas 3.0 metres is required, BE APPROVED;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

i) the apartment building be designed to address its corner location through massing, architectural details, and location of entrances, and to accommodate opportunities for mixed-use on the ground floor;

ii) additional visual screening be provided for any surface parking exposed to the public street(s) and rooftop mechanical penthouses and equipment;

iii) the short-term bicycle parking stalls along Southdale Road East be relocated to be fully on private property;

iv) to improve the accessibility of the lay-by, access should be shifted and/or expanded;

v) should driveways be provided for the street townhouses, they should be 3.0 metres with any adjacent walkways being a different material use to delineate the spaces, and that the walkway is not to be used for parking; and,

d) that pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes related to the calculation of parking requirements is minor in nature and will not significantly alter the proposed development circulated in the Notice of Public Meeting;

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

- a communication dated October 19, 2023, from L. Jamieson and H. Froussios, Zelinka Priamo Ltd;

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

- C. Forrester, Kindred Works; and,
- L. Jamieson, Zelinka Priamo Ltd;

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 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; and,
- the recommended amendment facilitates an infill development on an underutilized site and provides a broader range and mix of housing options within the area;

it being acknowledged 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-D09)

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. Lewis

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. Franke

Seconded by: S. Lewis

Motion to include part d), which reads as follows:

“d) that pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes related to the calculation of parking requirements is minor in nature and will not significantly alter the proposed development circulated in the Notice of Public Meeting;”

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

Moved by: S. Franke

Seconded by: A. Hopkins

That the motion BE APPROVED, as amended.

Yeas: (6): S. Lehman, S. Lewis, A. Hopkins , S. Franke, S. Hillier, and Mayor J. Morgan

Motion Passed (6 to 0)

3.7 610-620 Beaverbrook Avenue (OZ-9517)

Moved by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Old Oak Properties, relating to the property located at 610-620 Beaverbrook Avenue:

a) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend the Official Plan for the City of London, 2016, to ADD a new Specific Policy to the Neighbourhoods Place Type to permit two, five (5) storey apartment buildings and to ADD the subject lands to Map 7 – Specific Policy Areas – of The London Plan;

b) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend Zoning By-law No. Z.-1, (in

conformity with the 1989 Official Plan and the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR1)) Zone and a Holding Residential R5 (h*R5-7) Zone TO a Residential R8 Special Provision (R8-4() Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) provide a building step down to 4-storeys to the north to provide appropriate height transition from abutting low-rise residential buildings;
- ii) screen the parking structure with the building facing Beaverbrook Avenue, and ensure that parts of the structure visible from the street are adequately screened with enhanced all-seasoned landscaping;
- iii) relocate the garbage loading/pick-up area away from the view from the public realm;
- iv) ensure there is a safe pedestrian connection from the city sidewalk to the north entrance of the east building for pedestrians leaving and arriving to the north;
- v) consider common outdoor amenity spaces (e.g., sit-out areas, rooftops gardens etc.) on the 5th floor terraces;
- vi) update the tree preservation plan, and/or provide adequate soil volumes for required perimeter plantings;
- vii) consider reducing the number of parking spaces on site and provide for increased landscaped open space;
- viii) ensure sidewalk widths are a minimum of 1.5m and increased to 2.1 metres wherever parking abuts a sidewalk;
- ix) ensure barrier-free stalls are located closer to the main buildings entrances and/or extend the access aisle crossings;
- x) consider relocating the move-in loading room closer to the loading area to avoid moving trucks parking within the main drive-aisle;
- xi) provide glass railings that are bird friendly;
- xii) ensure there is a minimum setback of 2.5m from parking to habitable space and provide landscaping or built elements to mitigate headlight glare;
- xiii) provide a delineation between ground floor patios and the public realm and include lockable front doors for ground level units to encourage street activation;
- xiv) ensure that the proposed parking structure is designed in a way that balances privacy, safety and headlight mitigation (e.g. lattice fence, brise-soleil structure, perennial plants, hardscaping etc.);
- xv) ensure Low Impact Development measures are incorporated to minimize any drainage impacts;
- xvi) additional tree plantings on the property or nearby properties will be required to compensate for loss of trees and exceed the minimum tree planting requirements; and,
- xvii) investigate a solar installation along top of the parking garage and include a minimum of 5% EV charging stations in parking.

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,
- A. Senzikas;

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 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;

it being acknowledged 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-D09)

Motion Passed

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)

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to amend clause b) as follows:

“the proposed by-law appended to the staff report as Appendix ‘B’, being a by-law to amendment Zoning Bylaw Z.-1, BE REVISED by DELETING part 2) a) v) Landscaped Open Space (minimum): 24%, it being noted the Landscaped Open Space (minimum) in the R8-4 Zone is 30%;

it being further noted, that pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes related to the Landscaped Open Space (minimum) is minor in nature and will not significantly alter the proposed development circulated in the Notice of Public Meeting;”

Yeas: (2): A. Hopkins , and S. Franke

Nays: (3): S. Lehman, S. Lewis, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Failed (2 to 3)

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to amend clause c) by adding the following:

“xvi) additional tree plantings on the property or nearby properties will be required to compensate for loss of trees and exceed the minimum tree planting requirements; and,

xvii) investigate a solar installation along top of the parking garage and include a minimum of 5% EV charging stations in parking;”

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: S. Lewis

That the motion, as amended, 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)

3.8 135 Villagewalk Boulevard (Z-9644)

Moved by: S. Lewis

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 2560334 Ontario Limited, (c/o York Developments), relating to the property located at 135 Villagewalk Boulevard:

a) the proposed, revised by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on November 7, 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 Business District Commercial Special Provision (h-5*h-99*BDC(25)) Zone TO a Business District Commercial Special Provision (BDC(25)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

i) locate principal buildings entrance(s) for residential lobbies and commercial units along Villagewalk Boulevard, Richmond Street, and Sunningdale Road West;

ii) incorporate commercial and live-work units at the gateway intersection of Royal Oaks Bend and Villagewalk Boulevard;

- iii) incorporate step-backs or other architectural articulation to define a human scale base for any high-rise development along Villagewalk Boulevard and adjacent to the east-west and north-south “spines”;
- iv) provide a taller ground floor height for high-rise development to accommodate commercial uses and maximize visual connections;
- v) ensure a maximum tower floor plate size of 1,000m² for each high-rise development above the eighth storey;
- vi) provide a large proportion of transparent glazing at-grade along street-facing elevation(s);
- vii) minimize and screen blank walls on any structured parking;
- viii) consider an enhanced pedestrian and cyclist streetscape along the north-south and east-west “spines” of the proposed development. Include amenities such as benches, planters, enhanced all-season landscaping and tree planting, temporary bicycle parking, canopies, signage, human-scale lighting, public art, etc.;
- ix) ensure the heights of any proposed retaining walls do not cause sightline or safety issues and ensure that adequate lighting is provided;
- x) reduce the amount of parking between the buildings and Sunningdale Road West and incorporate more patios and landscape areas;
- xi) reduce the number of parking stalls on site and provide for increased landscaped open space;
- xii) ensure sidewalks are a minimum of 1.5 metres and increased to 2.1 metres wherever parking abuts a sidewalk; and,
- xiii) ensure engineering drawings are updated as part of the site plan review;

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

- S. Allen, MHBC; and,

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 Building policies, the Shopping Area Place Type policies, the Main Street Place Type policies, The Sunningdale North Area Plan and the Evaluation Criteria for Planning and Development Applications policies; and,
- the recommended amendment would permit a mixed-use development at a scale and intensity that is appropriate for the site and the surrounding neighbourhood;

it being acknowledged 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-D09)

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. Lewis

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 30 and 100 Villagewalk Boulevard (SPA22-049 / SPA21-119)

Moved by: S. Lewis
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application of Cridon Investments Inc. relating to the property located at 30 & 100 Villagewalk Boulevard;

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the applications for Site Plan Approval to permit three total apartment buildings; and,

b) the Approval Authority BE ADVISED that the Municipal 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:

- C. Kulchycki, Zelinka Priamo; and,

it being acknowledged 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-D09)

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)

3.10 1407-1427 Hyde Park Road (OZ-9438)

Moved by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2134325 Ontario Inc., (York Developments), relating to the property located at 1407-1427 Hyde Park Road:

a) the proposed by-law appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 7, 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 Business District Commercial Special Provision (h*BDC2(4)) Zone and a Business District Commercial Special Provision (BDC2(3)) Zone TO a Business District Commercial Special Provision (BDC2(_)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) ensure the townhouses function separately from the commercial development, with adequate landscape buffering and separate entrances and parking facilities for each use;
- ii) provide an adequately sized and functional amenity space for the residential units;
- iii) the proposed east-west pedestrian connection, in the general location shown on the plans submitted with the Zoning By-law Amendment application, be maintained with enhanced landscaping;
- iv) consent to remove any boundary trees is required prior to final Site Plan Approval;
- v) an alternative location for site access from Hyde Park Road be considered;
- vi) bicycle parking for the townhouse component of the development be considered; and,
- vii) all outstanding matters with respect to the proposed watercourse enclosure be resolved with the Upper Thames River Conservation Authority (UTRCA), and a Section 28 approval be obtained; and,

c) pursuant to Section 34(17) of the *Planning Act*, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the changes in height and density are minor in nature and will not significantly alter the proposed development circulated in the Notice of Public Meeting;

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

- S. Allen, MHBC Planning; and,

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 is in conformity with the 1989 Official Plan and the Hyde Park Community Plan;
- the recommended amendment is in conformity with the Official Plan, The London Plan; and,
- the recommended amendment facilitates the development of an underutilized site with an appropriate range of uses at an appropriate scale and intensity;

it being acknowledged 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-D08)

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. Franke

Seconded by: S. Lewis

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 ReThink Zoning - Progress Update

Moved by: A. Hopkins

Seconded by: S. Franke

That the staff report dated October 23, 2023 entitled "ReThink Zoning - Progress Update" BE RECEIVED for information;

it being noted that the Planning and Environment Committee received the following communications and heard verbal presentations with respect to this matter from the following:

- A. Johnson, Greenspace Alliance, communication dated September 25, 2023 and the attached map; and,
- M. Wallace, London Development Institute. (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 approve delegation status to A. Johnson, Greenspace Alliance and M. Wallace, London Development Institute, with respect to ReThink Zoning.

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 11th Report of the Community Advisory Committee on Planning

Moved by: S. Franke

Seconded by: A. Hopkins

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

a) an expenditure from the 2023 Community Advisory Committee on Planning (CACP) Budget BE APPROVED for security services and refreshments at the Stewardship Sub-Committee meeting, hosting the Western University Public History Program presentations; it being noted that the CACP has sufficient funds in its 2023 budget to cover this expense; and,

b) clauses 1.1, 3.1, 3.3, 4.1, 4.2, 5.1, 5.2 and 5.4 BE RECEIVED for information. (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: S. Franke

Seconded by: A. Hopkins

That clause a) of the 11th Report of the Community Advisory Committee on Planning BE RECEIVED; it being noted that clause a) reads as follows:

“a) the Planning and Environment Committee BE ADVISED that the Community Advisory Committee on Planning (CACP) made the following

comments with respect to the Notice of Planning Application, dated September 18, 2023, from L. Mottram, Senior Planner, related to a Draft Plan of Subdivision for the property located at 1944 Bradley Avenue:

- i) there is a lack of commercial uses and range and mix of land uses to support a complete community in the area and the development appears to be an example of urban sprawl; and,
- ii) the CACP supports the findings and research of the Heritage Impact Assessment, dated August 17, 2023, as appended to the Agenda;”

Yeas: (2): A. Hopkins , and S. Franke

Nays: (3): S. Lehman, S. Lewis, and S. Hillier

Absent: (1): Mayor J. Morgan

Motion Failed (2 to 3)

5. Deferred Matters/Additional Business

5.1 (ADDED) Deferred Matters List

Moved by: A. Hopkins
Seconded by: S. Lewis

That the Committee Clerk BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

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 7:26 PM.

Appendix A

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 1901 Jalna Boulevard.

WHEREAS Kindred Works has applied to rezone an area of land located at 1901 Jalna Boulevard, as shown on the map attached to this by-law, as set out below;

AND 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 1901 Jalna Boulevard, as shown on the attached map comprising part of Key Map No. A111, from a Neighborhood Facility (NF) Zone to a Residential R8 Special Provision (R8-4(_)) Zone.
- 2) Section Number 9.4 of the Residential (R8-4) Zone is amended by adding the following Special Provisions:

R8-4 (_) 1901 Jalna Boulevard

a) Additional Permitted Uses

- i) Standard townhouses
- ii) Community centre accessory to the apartment building with a maximum gross floor area of 300 square metres.

b) Regulations:

- i) For the purposes of Zoning, Jalna Boulevard to the west is to be considered the front lot line.
- ii) Front Yard Depth (Minimum) 6.0 metres (19.7 feet)
- iii) North Exterior Side Yard Depth (Minimum) 2.0 metres (6.6 feet)
- iv) South Exterior Side Yard Depth (Minimum) 2.0 metres (19.7 feet)
- v) Density (Maximum) 132 units per hectare
- vi) Apartment Building Height (Maximum) 22.0 metres (6-storeys)
- vii) Encroachment - Balconies on Apartment Building 1.5 metre projection into the north exterior side yard
- viii) Driveway Width (Maximum) 4.6 metres

- ix) Notwithstanding Section 4.19.4) b) parking may be permitted in the south exterior yard along Jalna Boulevard
- 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.

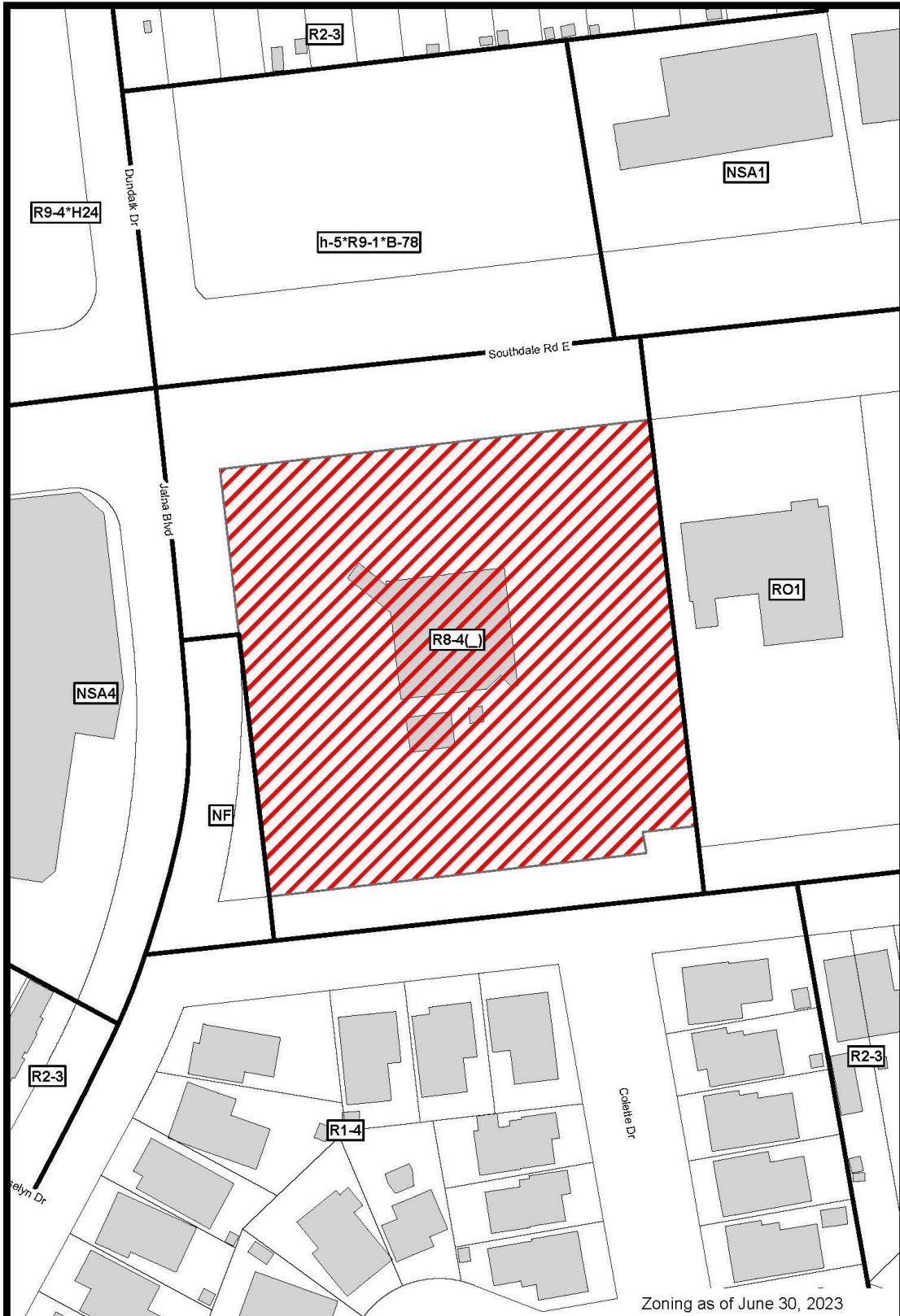
PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.



Josh Morgan
Mayor

Michael Schulthess
City Clerk

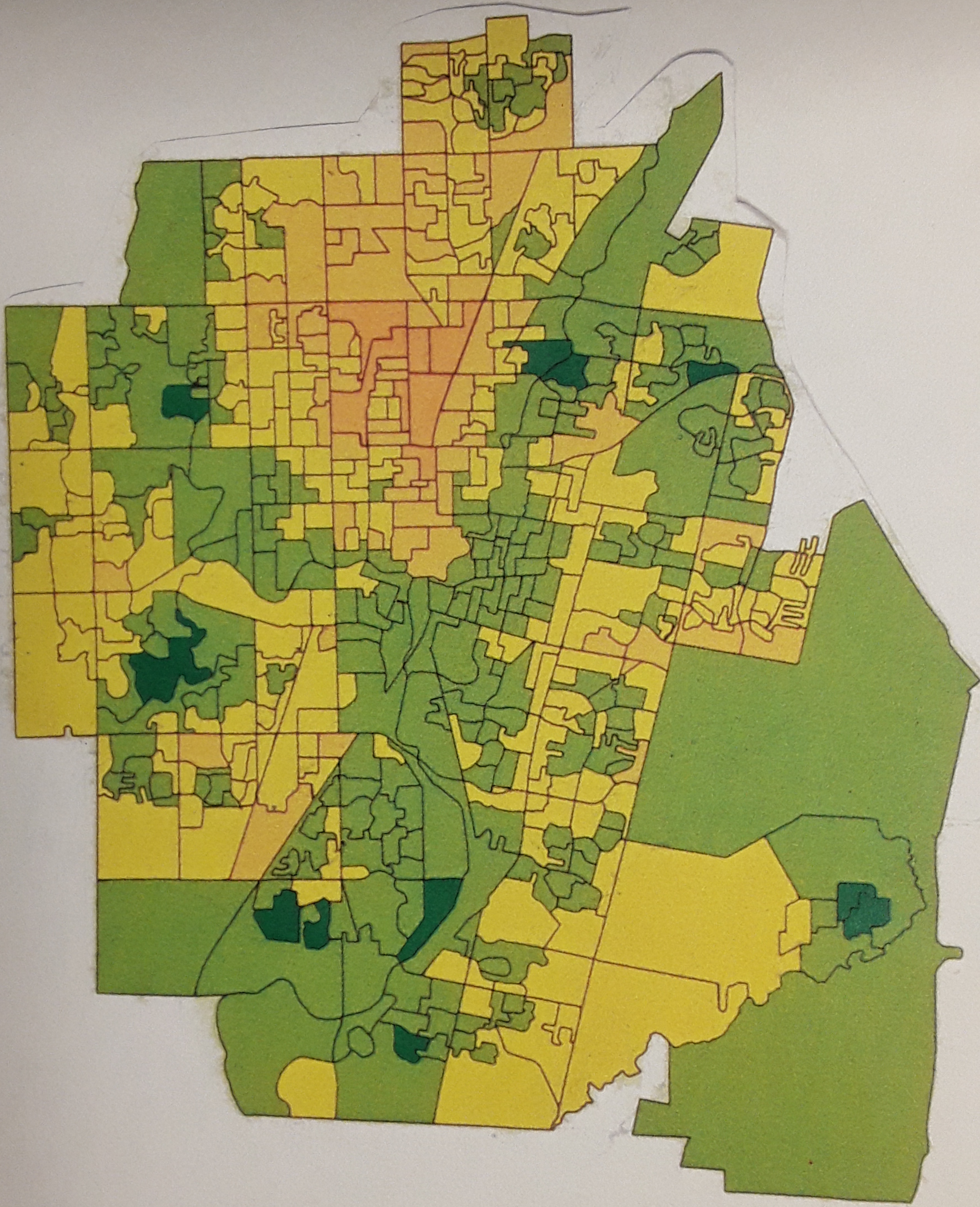
First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9633 Planner: MH Date Prepared: 2023/8/9 Technician: JI By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,000</p> <p>0 5 10 20 30 40 Meters</p> 
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Geodatabase



Corporate Services Committee Report

18th Meeting of the Corporate Services Committee
October 23, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors E. Pelozo; J. Pribil; L. Livingstone, A. Barbon, I. Collins, S. Corman, J. McMillan, K. Murray, J. Paradis, E. Skalski, J. Taylor, B. Warner.

Remote Attendance: Councillor S. Hillier, E. Bennett, B. Card.

The meeting is called to order at 12:00 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 2.5 BE APPROVED, with the exclusion of item 2.3

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

2.1 Declare Surplus - City-Owned Property - 39 Redwood Lane

Moved by: S. Stevenson

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned vacant property located at 39 Redwood Lane, legally described as Lot 96-1, Plan 33-M200, in the City of London, the following actions be taken:

a) the subject property BE DECLARED SURPLUS; and

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

Motion Passed

2.2 Declare Surplus - City-Owned Property - Part of Berkshire Park - 510 Berkshire Drive

Moved by: S. Stevenson

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property, the following actions be taken:

- a) the subject property being a portion of Berkshire Park located at 510 Berkshire Drive, in the City of London, legally described as Parts of Block P, Plan 932, London / Westminster, being Parts of PIN 084050053, to be described in a reference plan to be deposited, BE DECLARED SURPLUS; and
- b) the subject property (“Surplus Lands”) BE TRANSFERRED to the abutting property owner in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

2.4 Declare Surplus - City-Owned Property - Part of 20 Granville Street

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to a portion of City-owned property municipally known as 20 Granville Street, being Part of Lot 2, West of Wharncliffe Road, Crown Plan 30, City of London, as shown in Appendix “B”, as appended to the staff report, and to be further described in a reference plan to be deposited (the “Subject Property”), the following actions be taken:

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

Motion Passed

2.5 Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law

Moved by: S. Stevenson
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to property taxation for 2024:

- a) the by-law, as appended to the staff report dated October 23, 2023 as Appendix "A" BE INTRODUCED at the Council meeting on November 7, 2023, to amend By-law A.-5505-497 being “a by-law to authorize the implementation of a pre-authorized payment plan” so that the calculation of pre-authorized payments is based on the previous year’s taxes increased by the average increase in total property tax rates in the residential class of the previous year; and
- b) the by-law, as appended to the staff report dated October 23, 2023 as Appendix "B" BE INTRODUCED at the Council meeting on November 7, 2023, to enact a Property Tax Collection by-law and to repeal By-law A-8, as amended.

Motion Passed

2.3 Declare Surplus - City-Owned Property - Public Walkway South of 10 Rossmore Court

Moved by: S. Stevenson
Seconded by: S. Trosow

That the staff report dated October 23, 2023 regarding the declaration of surplus city owned property – Public Walkway South of 10 Rossmore Court, BE REFERRED to a future meeting of Corporate Services Committee for consideration to allow for community engagement.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Delegation - Emily Williams, CEO and David Jansseune, Assistant Director, Finance, Middlesex-London Health Unit - Request for Redirection of 2022 Surplus Funds

Moved by: H. McAlister
Seconded by: D. Ferreira

That the application of the City of London's share of Middlesex-London Health Unit's (MLHU) 2022 surplus in the amount of \$423,548 to reduce the outstanding amount of MLHU's variable bank loan for the fit-out of the Citi Plaza office space BE APPROVED;

it being noted that the Corporate Services Committee received a communication dated October 23, 2023 from Emily Williams, CEO, Middlesex-London Health Unit with respect to this matter.

Yeas: (4): S. Lewis, H. McAlister, S. Trosow, and D. Ferreira

Nays: (1): S. Stevenson

Absent: (1): Mayor J. Morgan

Motion Passed (4 to 1)

ADDITIONAL VOTES:

Moved by: S. Stevenson
Seconded by: H. McAlister

Motion to receive the delegation from Emily Williams, CEO, Middlesex-London Health Unit

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

4.2 Application - Issuance of Proclamation - Hindu Heritage Month

Moved by: S. Stevenson
Seconded by: D. Ferreira

That based on the application dated October 12, 2023 from Hindu Legacy, the month of November 2023 BE PROCLAIMED Hindu Heritage Month.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Stevenson
Seconded by: H. McAlister

That the Corporate Services 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 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.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

Motion Passed (5 to 0)

The Corporate Services Committee convenes In Closed Session from 12:30 PM to 12:38 PM.

7. Adjournment

Moved by: D. Ferreira
Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:41 PM.

Corporate Services Committee Report

19th Special Meeting of the Corporate Services Committee
October 30, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira, Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil; L. Livingstone, M. Barnes, S. Corman, J. Paradis, M. Schulthess, J. Taylor

Remote Attendance: Councillor C. Rahman

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

None.

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: S. Trosow

Seconded by: D. Ferreira

That the Corporate Services Committee convenes In Closed Session to consider the following:

6.1 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: (6): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, D. Ferreira, and Mayor J. Morgan

Motion Passed (6 to 0)

The Corporate Services Committee convenes In Closed Session from 12:03 PM to 1:05 PM.

7. Adjournment

Moved by: S. Stevenson

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 1:09 PM.

Community and Protective Services Committee

Report

16th Meeting of the Community and Protective Services Committee
October 24, 2023

PRESENT: D. Ferreira (Acting Chair), S. Stevenson, J. Pribil, C. Rahman,
Acting Mayor S. Lewis

ABSENT: Councillors E. Pelozza, Mayor J. Morgan

ALSO PRESENT: L. Livingstone; C. Cooper, S. Corman, K. Dickins, J. Ford, S.
Glover, Deputy Fire Chief R. Hayes, A. Job, O. Katolyk, S.
Mathers, C. Smith, G. Smith, L. Stewart and J. Bunn (Committee
Clerk)

Remote Attendance: Councillor S. Hillier; E. Bennett, N.
Musicco, M. Schulthess and E. Skalski

The meeting was called to order at 4:02 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: C. Rahman

Seconded by: J. Pribil

That Items 2.1, 2.2 and 2.4 to 2.7 BE APPROVED.

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S.
Lewis

Absent: (2): E. Pelozza, and Mayor J. Morgan

Motion Passed (5 to 0)

2.1 6th Report of the Accessibility Community Advisory Committee

Moved by: C. Rahman

Seconded by: J. Pribil

That the 6th Report of the Accessibility Community Advisory Committee,
from its meeting held on September 28, 2023, BE RECEIVED.

Motion Passed

2.2 10th Report of the Animal Welfare Community Advisory Committee

Moved by: C. Rahman

Seconded by: J. Pribil

That the following actions be taken with respect to the 10th Report of the
Animal Welfare Community Advisory Committee, from its meeting held on
October 5, 2023:

a) a representative from Parks and Recreation BE INVITED to the next
Animal Welfare Community Advisory Committee meeting to provide an
update on co-existence strategies with Canadian Geese; and,

b) clauses 1.1, 3.1, 5.1 and 5.3 to 5.5 BE RECEIVED.

Motion Passed

2.4 2022 Ontario Works Participant and Service Delivery Profile

Moved by: C. Rahman

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated October 24, 2023, related to the 2022 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2023-S05)

Motion Passed

2.5 Towing and Vehicle Storage – Transition to Provincial Oversight (MTO) and Associated By-Law Amendments

Moved by: C. Rahman

Seconded by: J. Pribil

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 October 24, 2023, related to Towing and Vehicle Storage and the Transition to Provincial Oversight (MTO) and Associated By-law Amendments:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend Schedules by deleting '19', '19A', '19B' and '20' in By-law No. L.-131-16, being the Business Licensing By-law; and,

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on November 7, 2023 to amend Schedule "A-5" by deleting items "134" through to "154" in By-law No. A-54, being the Administrative Monetary Penalty System (AMPs) By-law. (2023-P01)

Motion Passed

2.6 East Lions Community Centre Repairs

Moved by: C. Rahman

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the City Manager, the staff report, dated October 24, 2023, with respect to the East Lions Community Centre Repairs, BE RECEIVED. (2023-D19)

Motion Passed

2.7 SS-2023-239 London Fire Department Single Source Communications Equipment for Next Generation 9-1-1

Moved by: C. Rahman

Seconded by: J. Pribil

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 October 24, 2023, related to the London Fire Department Single Source Communications Equipment for Next Generation 9-1-1 (SS-2023-239):

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 Bramic Creative Business Products Ltd, 1175 Squires Beach Rd, Pickering, ON, L1W 3V3, for a one (1) year contract with one (1) option year for the procurement of Bramic U83 communications workstations for the London Fire Department at a cost of \$195,000 CAD (excluding HST);

b) in accordance with Section 14.4(d) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with L3Harris Technologies Inc., 1025 W. NASA Boulevard, Melbourne, FL 32919, USA, for a one-time procurement of Symphony radio consoles for the London Fire Department at a cost of \$320,000 CAD (excluding HST);

c) the approval of a) and b) above BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a written contract with Bramic Creative Business Products Ltd and L3Harris Technologies Inc. to provide communications equipment to the London Fire Department; and,

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a), b), and c) above. (2023-A12)

Motion Passed

2.3 Housing Stability Services – Rent-Geared-to-Income (RGI) Waitlist Placement Ratio

Moved by: J. Pribil

Seconded by: S. Stevenson

That the following actions be taken with respect to the staff report, dated October 24, 2023, related to Housing Stability Services and the Rent-Geared-to-Income (RGI) Waitlist Placement Ratio:

a) the above-noted staff report BE RECEIVED;

b) the Civic Administration BE AUTHORIZED to implement a new temporary housing placement rate of 20% urgent status households, 80% needs and chronological waitlist households;

c) the Civic Administration BE AUTHORIZED to temporarily implement a requirement that households applying for Urgent Status on the waitlist have lived in London-Middlesex for at least 9 months in order to be eligible for Urgent Status, except Urgent Medical Status when relocation for medical treatment is required, and,

d) the Civic Administration BE DIRECTED to report back on findings and recommendations of the RGI Waitlist Review no later than Q2 2024. (2023-S11)

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S. Lewis

Absent: (2): E. Peloza, and Mayor J. Morgan

Motion Passed (5 to 0)

Additional Votes:

Moved by: J. Pribil
Seconded by: C. Rahman

That pursuant to section 31.6 of the Council Procedure By-law, Councillor S. Stevenson BE PERMITTED to speak an additional 5 minutes with respect to this matter.

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S. Lewis

Absent: (2): E. Peloza, and Mayor J. Morgan

Motion Passed (5 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 CPSC Deferred Matters List

Moved by: Acting Mayor S. Lewis
Seconded by: C. Rahman

That the Community and Protective Services Committee Deferred Matters List, dated October 13, 2023, BE RECEIVED.

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S. Lewis

Absent: (2): E. Peloza, and Mayor J. Morgan

Motion Passed (5 to 0)

5.2 (ADDED) Councillor S. Stevenson - Winter Response

Moved by: S. Stevenson
Seconded by: J. Pribil

That the Civic Administration BE DIRECTED to bring forward to a future meeting of the Community and Protective Services Committee (CPSC), the full, detailed, financial information related to the winter response contract between the Corporation of the City of London and London Cares;

it being noted that the provision of some or all of the above-noted information may require to be presented to the CPSC, In Closed Session, in accordance with Section 239 of the Municipal Act, 2001.

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S. Lewis

Absent: (2): E. Peloza, and Mayor J. Morgan

Motion Passed (5 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 Solicitor-Client Privilege/ Litigation/Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality related to the construction repair of the East Lions Community Centre.

6.2 Personal Matters / Identifiable Individuals

A matter pertaining to identifiable individuals with respect to the 2024 Mayor's New Year's Honour List - "Safety and Crime Prevention" Category.

Yeas: (5): S. Stevenson, J. Pribil, C. Rahman, D. Ferreira, and Acting Mayor S. Lewis

Absent: (2): E. Peloza, and Mayor J. Morgan

Motion Passed (5 to 0)

The Community and Protective Services Committee convened In Closed Session from 5:23 PM to 5:37 PM.

7. Adjournment

The meeting adjourned at 5:40 PM.

Bill No. 382
2023

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 7th day of
November 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 November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 383
2023

By-law No. A.-5505()-____

A by-law to amend By-law No. A.-5505-497 being “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” by changing the multiplier to determine the pre-authorized property tax payment from 1.0245 to 1.0273 effective January 1, 2024.

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 342(1) of the Municipal Act, 2001, provides the municipality with the power to pass by-laws regarding the payment of taxes;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Schedule “A” of By-law No. A.-5505-497 is amended by repealing and replacing paragraph 10 with the following new paragraph:

10. For 2024 the amount of the pre-authorized payment for the period January to May shall be calculated as the most recently available assessments consistent with the previous year’s assessment valuations multiplied by the total tax rates applicable to the property in the previous year and then multiplied by 1.0273 and then increased by any local improvement or similar charge applicable to the property in 2024 and then divided by 10 and rounded to the nearest dollar.

2. Paragraph 2 of By-law No. A.-5505-497 is amended by deleting the words “By-law A-8,”

3. This by-law comes into force and effect on January 1, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 384
2023

By-law No. A.- _____ - ____

A by-law to enact a Property Tax Collection by-law and to repeal By-law A-8, as amended.

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 section 317 of the Municipal Act, 2001 provides for the passing of by-laws for the levying of interim rates of taxation;

AND WHEREAS sections 342 and 307 of the Municipal Act, 2001, provide the municipality with additional flexibility with respect to due dates and payment arrangements;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Property Tax Collection by-law attached hereto as Schedule "A" is hereby adopted.
2. By-law A-8, as amended, is hereby repealed.
3. This by-law comes into force and effect on January 1, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

SCHEDULE "A"

PROPERTY TAX COLLECTION BY-LAW

Part 1

INTERIM PROPERTY LEVY

1.1 Levy - on whole assessment - calculation

In each year there shall be imposed, before the final tax billing, an interim property tax levy.

1.2 Payment - two instalments - set out

The payment of the levy under section 1.1 of this by-law is required to be made by two instalments:

- (a) the first of which shall be due on the last business day of February in the year in which they are levied; and
- (b) the remainder of which shall be due on the last business day of March in the year in which they are levied;

and, if in default of payment of any instalment by the day named for payment thereof, the subsequent instalment or instalments shall forthwith become payable.

1.3 Interim Levy - calculation

Where the rate otherwise authorized to be levied under this part exceeds the maximum permitted by Provincial regulation, then the maximum rate permitted by Provincial regulation shall be deemed to be the amount authorized to be levied on the property or portion of the property subject to Provincial regulation.

1.4 Interim Levy – rates

For the year 2024 the interim levy for a property shall be calculated as 41.09% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

1.5 Interim Levy – treatment of additional assessment

Notwithstanding section 1.8 where assessment was added to the collector's roll during the previous year, paragraph 3 of Section 317(3) of the *Municipal Act, 2001* shall apply in calculating the interim levy.

Part 2

CURRENT TAXES AND RATES

2.1 Real property taxes - 3 instalments - due dates

Except as provided by sections 1.2, 2.2 and 2.4 of this by-law, the payment of real property taxes including local improvement assessments, and all other rents or rates payable as taxes is required to be made by three instalments:

- a) the first of which shall be due and payable on the last business day of June in the year in which they are levied;
- b) the second of which shall be due and payable on the last business day of August in the year in which they are levied; and
- c) the third of which shall be due and payable on the last business day of October in the year in which they are levied;

and, if in default of payment of any instalment by the day named for payment thereof, the subsequent instalment or instalments shall forthwith become payable.

2.2 Taxes - Assessment Act - instalments - notice

Taxes levied under sections 33 and 34 of the *Assessment Act, R.S.O. 1990, c. A.31*, as amended, shall be due in one or more instalments, the first of which shall be due not less than 21 days after the date of the mailing of the notice of taxes due.

2.3 Separate billing of different property classes

The Treasurer is hereby authorized to direct the billing of any class of real property separately from any other class.

2.4 Property taxes – final instalments – due dates

For the year 2001 and future years, the Treasurer is authorized to delay due dates for the final instalments of property taxes and to set different due dates for properties in all assessment classes.

Part 3

NOTICE OF PAYMENT

3.1 Mailing - delivery - by Treasurer- Tax Collector

The Treasurer or Tax Collector, as the case may be, is authorized to mail or deliver notices in accordance with the *Municipal Act* or cause them to be mailed or delivered to the address of the residence or place of business of the person charged with the payment of a levy under section 1.1 or 2.1 of this by-law or taxes or instalment thereof.

3.2 Levies - payment - as directed

The person charged with the payment of a levy under section 1.1 of this by-law or taxes or instalment thereof is directed to pay money payable to the municipality therefore to the Treasurer or Tax Collector, as the case may be, or electronically or in person most financial institutions as defined in section 346(3) of the *Municipal Act, 2001* on or before the day named for payment thereof.

3.3 Payments - partial - accepted - procedure

The Treasurer or Tax Collector may accept part payment from time to time on account of any taxes and give a receipt therefor, but the acceptance of any such part payment shall not affect the imposition and collection of the penalty for non-payment of a levy under section 1.1 of this by-law or taxes or instalment thereof by the due date named for payment.

Part 4

GENERAL PROVISIONS

4.1 Payment due - on weekend - holiday - procedure

Whenever any day mentioned in section 1.2 or section 3.1 of this by-law falls on a Saturday, Sunday, Easter Monday, or a legal holiday under the Bills of Exchange Act (Canada), the payment shall be due on the immediately preceding day not being a Saturday, Easter Monday or a legal holiday.

4.2 Non-payment - penalty

A percentage charge as a penalty for non-payment of a levy under section 1.1 of this by-law or taxes or instalment thereof equal to 1 $\frac{1}{4}$ percent shall be imposed on the first day of default and on the first day of each calendar month thereafter in which default continues, but not after the end of the year in which the levy is made under section 1.1 of this by-law, or in which taxes are levied.

4.3 Non-payment - previous years taxes - penalty

The Tax Collector shall add to the amount of all taxes due and unpaid interest at the rate of 1 ¼ percent per month for each month from the 31st day of December in the year in which the taxes were levied until the taxes are paid.

4.4 Tax Collector - failure to collect - procedure

In case the Tax Collector fails or omits to collect the taxes or any portion thereof by the day appointed for the return of the Collector's roll, the Tax Collector is authorized to continue the levy and collection of unpaid taxes and penalties and interest in the manner and with the power provided by law for the general levy and collection of taxes.

4.5 Correction of interest and penalties arising from certain errors by Canada Post

In those circumstances where an error in delivery of a tax bill by Canada Post results in return of the bill to the City, if the taxpayer pays the taxes billed on or before the end of the month following the due date, and requests cancellation of the interest and penalties, the Treasurer be authorized to cancel such interest and penalties.

4.6 Correction of interest and penalties arising from certain errors or changes

Pursuant to section 345(7) of the *Municipal Act, 2001*, late payment charges on overcharges of taxes arising as a result of errors or changes as set out in section 345(6) of the *Municipal Act, 2001*, the Treasurer be authorized to cancel such interest and penalties.

Part 5

ENFORCEMENT

5.1 Fine - for contravention

Any person who contravenes any provision of this by-law is, upon conviction, guilty of an offence and is liable to any penalty as provided in the *Provincial Offences Act*.

Bill No. 385
2023

By-law No. A.- ____ - ____

A by-law to approve an Agreement between The Corporation of the City of London and the Upper Thames Conservation Authority; and to authorize the Mayor and City Clerk to execute the Agreement.

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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement with the Upper Thames Conservation Authority, for the management of certain lands within the City of London (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this By-law, being the Agreement between the Corporation of the City of London and the Upper Thames River Conservation Authority is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

SCHEDULE "A"

THIS AGREEMENT dated as of the 1 st day of January, 2024,

BETWEEN:

UPPER THAMES RIVER CONSERVATION AUTHORITY

(the "Authority")

OF THE FIRST PART

and

THE CORPORATION OF THE CITY OF LONDON

(the "City")

OF THE SECOND PART

WHEREAS the Authority and/or the City are the owners of the Environmentally Significant Natural Areas ("ESAs") located within the City of London, in the County of Middlesex, known as the Westminster Pond/Pond Mills, Kilally Meadows, Medway Valley Heritage Forest, Sifton Bog, Warbler Woods, Meadowlilly Woods, Kains Woods, The Coves, Lower Dingman, Kelly Stanton, Pottersburg Valley, and Byron Valley which for the purposes of the City's Parks and Recreation Area By-law – PR-2 are considered to be ESAs under their joint management (hereinafter referred to as the "ESAs");

AND WHEREAS the Authority approves of the use of its ESA lands for public access as long as such public access is in compliance with the City's Parks and Recreation By-law;

AND WHEREAS the City desires the Authority to provide Management Activities for all of the ESAs under this agreement whether owned by the City or owned by the Authority;

AND WHEREAS the existing location and demarcation of the ESAs and their respective management areas are more particularly identified in the maps shown as Appendix #1 attached hereto;

AND WHEREAS the City and the Authority have previously entered into agreements dated the 2nd day of July, 1976 and the 15th day of March, 2002 and the 18th day of August 2008 and the 1st of January 2013 and the 1st of January 2019 with respect to the creation, development and management of environmentally significant natural areas in the City of London;

AND WHEREAS the Authority is governed by the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, and s. 21.1.1(1) of that Act provides that, for the purpose of accomplishing its objects, an authority may provide, within its area of jurisdiction, municipal programs and services that it agrees to provide on behalf of the municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding, or such other agreement as many be entered into with the municipality, in respect to the programs and services;

AND WHEREAS the City is governed by the *Municipal Act, 2001*, S.O. 2006, c. 11, Sch. A. as amended, and s. 9 of that Act 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 further in section 10(2) to pass by-laws respecting the "economic, social and environmental well-being of the municipality; health safety and well-being of persons; protection of persons and property; public assets of the municipality acquired for the purpose of exercising its authority under this or any other Act; providing services that the municipality considers necessary or desirable for the public; and animals;

AND WHEREAS the parties intend that the Authority's costs of providing its services to the City will not form part of the Authority's annual levy to the City for carrying out the Authority's regulatory services under the *Conservation Authorities Act*;

AND WHEREAS the City intends to identify within the City's annual operating budget the annual costs of this Agreement;

AND WHEREAS legislative changes have prompted the replacement of previous management agreements as set out above and to provide for the maintenance, repair, service, development and operation of the ESAs and their respective management areas on the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Management Activities

- (a) The Authority shall carry out the management activities described in Appendix #2, attached hereto ("Management Activities") for the ESAs and other lands according to objectives established in the Conservation Master Plans for the ESAs, and as directed by the joint agreement of UTRCA and the City Management responsible for the ESA program and as otherwise directed by the City;
- (b) It is understood and agreed between the parties that the scheduling and timing of Management Activities as set forth in paragraph 1 (a) will be completed at the discretion of the Authority on the basis of regular consultation with the City and to the City's satisfaction;
- (c) The parties shall from time to time develop risk management and hazard tree management policies applicable to all lands within the ESAs and their respective management areas, whether owned by the City or the Authority;
- (d) In performing its Management Activities under this Agreement, the Authority shall comply with all applicable policies as provided by the City, or as otherwise directed in writing by the City;
- (e) The Authority shall provide a minimum of 7300 hours of service per year carrying out the Management Activities;
- (f) The Authority shall provide quarterly reports to the City in a form acceptable to the City outlining progress on all Management Activities described in Appendix #2; and
- (g) The Authority shall not maintain ESA trails during the winter. Additionally, the Authority shall not provide snow and ice removal or road service maintenance and repair on roads, sidewalks, multi-use pathways and parking areas within ESA management areas; including snow and ice removal, and road surface maintenance and repair, as indicated on the maps in Appendix #3.

2. Term of Agreement

This agreement shall be for a term of five (5) years commencing on the 1st day of January, 2024 and shall expire on the 31st day of December, 2028.

3. Land Acquisition

Except as hereinafter provided, the parties hereto agree that the title to all lands within the ESAs shall remain in the name of the registered owner as of the date of the signing of this Agreement. As one of the methods of acquiring land necessary for implementation of the ESA Master Plans the Authority may, from time to time and when sums become available from the Province of Ontario, Ontario Ministry of Natural Resources and Forestry, obtain and register property in its own name. Any such land acquisitions shall only be done with the approval of the City.

The City may at any time acquire on behalf of itself or the Authority any land which may become available with respect to the ESAs or surrounding lands. It is hereby agreed between the parties that, with respect to any lands so purchased by the City, that the City may apply through the Authority, to the Ontario Ministry of Natural Resources and Forestry or any other municipal, provincial or federal agencies, for such grants as may be available, and the Authority shall assist to ensure that such application is in fact made to the proper body.

4. Payments to the Authority

- (a) The Authority's costs to provide the Management Activities to the City as defined in subparagraph (b) below, are separate and distinct from the Authority's annual levy to the City for carrying out the mandatory programs and services under the Conservation Authorities Act. The Authority shall not include in its annual levy to the City under the Conservation Authorities Act the costs for its Management Activities under this Agreement which is an agreement with the City of London under 21.1.1 of the Conservation Authorities Act.
- (b) In the first year of the term of this Agreement, the City shall pay the Authority eight hundred and seventy six dollars and ten cents (\$876.10) per hectare for the management of ESAs. As of January 1, 2024, the total area under management will be 778.3 ha. In each subsequent year of the term, the annual payment shall be increased by an amount equal to the annual increase in the Cost of Living Index, to a maximum of 3% on an annual basis, except as otherwise agreed by the parties.

In consultation and agreement with the Authority, the City shall reserve the right to fund additional ESA Land Management positions above and beyond the per hectare rate to bring the management level up to standard and/or in response to increased use pressures or Council direction. The Authority shall use the payments provided by the City pursuant to this Agreement only for the specific purpose for which the payment is provided.

Notwithstanding anything in this Agreement, the Authority shall immediately refund to the City any payments made by the City that are in excess of the amount to which the Authority is entitled.

- (c) The parties agree that a minimum of one (1) years notice will be given to the other party if any change to the payment formula described in paragraph 4 (b) is anticipated. In the event of a termination notice under section 11, the City's payment obligations for the following year shall be modified pro rata.
- (d) As new ESA lands are acquired, the City shall pay the corresponding increase in the contract amount in accordance with the formula established in paragraph 4 (b) commencing in the next year. Program costs and management activities will be adjusted with the agreement of the parties in order that newly acquired ESA lands can be managed in accordance with this Agreement.
- (e) The Authority shall submit its proposed expenses and revenues for providing the Management Activities for subsequent years to the City for its approval by November 30th in a format acceptable to the City and in accordance with generally accepted accounting and budgeting practices. The revenues shall include the value of any in kind services or donations received to offset the costs of maintenance, repair, development, operation and management of the ESAs.
- (f) Payment by the City in each year shall be in accordance with procedures agreed upon by the parties, but such payments shall not be less than one twelfth of the sum owing in each year payable monthly by the City.

5. Amendment

- (a) If the amounts per hectare and hours are changed through the Multi-Year Budget process in 2024, the City is entitled to amend the amounts in subsections 1(e) and 4(b) accordingly.
- (b) Notwithstanding subsection 4(c), the parties agree that any change in the payment funding as a result of the Multi-Year Budget approval process in 2024 shall come into effect with the approval of the 2024 Budget.
- (c) In the event that in change in the amount per hectare for the management of ESAs is granted through the City of London Multi-Year Budget process in 2024, in consultation and agreement with the Authority, the City shall reserve the right to amend the percentages for management activities indicated in Appendix #2, attached hereto.

6. Indemnification and Waiver

The Authority undertakes and agrees to defend and indemnify the City and hold the City harmless, at the Authority's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) Any breach of this Agreement by any of the Authority, the Authority's employees, any subcontractor of the Authority, or persons for whom the Authority is at law responsible;
- (b) Any loss or misuse of funds held by the Authority, the Authority's employees, subcontractor of the Authority, or persons for whom the Authority is at law responsible, under this Agreement;
- (c) The acts or omissions of the Authority, the Authority's employees, subcontractor of the Authority, or any person for whom the Authority is at law responsible in performing the services or otherwise carrying on the Authority's business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- (d) Any claim or finding that any of the Authority, the Authority's employees, subcontractor of the Authority, or persons for whom the Authority is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; and,
- (e) Any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Authority: Authority's employees or others for whom Authority is at law responsible in connection with the performance of services or otherwise in connection with Authority's business.

7. Responsibility for Damage

If the said lands, or any property installed thereon by the City shall become damaged by an act, omission or negligence of the Authority, the Authority shall promptly remedy the damage or pay such reasonable amount as may be required to restore the property to its pre-damage condition.

8. Insurance

The Authority agrees to purchase and maintain during the *term* of the agreement at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars and shall include the City as an additional insured with respect to the successful bidder(s) operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' 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) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) The policies shown above will not be cancelled or permitted to lapse unless the Authority ensures that the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require; and

- d) Evidence that the insurance described above is in force shall be provided to the City on commencement of the program and thereafter at least once annually prior to the renewal date of the policy. The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to program as it may reasonably require.

9. Licenses

The Authority shall have the right to licence the use of any lands within the ESAs that the Authority owns for the purposes consistent with the Master Plans, provided that the term of any such licence(s) shall not exceed one (1) year in duration. With respect to all licences having a term in excess of one (1) year, the Authority shall obtain the approval of the City regarding the terms and conditions of such licence prior to the issuance of the same. Any fees received by the Authority for such licensing hereunder shall be applied to and offset any costs, fees, charges, or other sums the City is responsible for pursuant to this agreement so as to so reduce such payments by the City.

10. Compliance

All parties shall at all times comply with all provisions of the *Conservation Authorities Act, R.S.O. 1990, c. C.27* and any amendments thereto and any regulations, by-laws and amendments in force from time to time and all rules and regulations pertaining to ESAs as may be enacted from time to time.

The Authority shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws.

The Authority shall ensure that it and all of its volunteers, employees or agents, if they deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

11. Development

In accordance with the *Conservation Authorities Act, R.S.O. 1990, c. C.27*, and for greater certainty only, the City shall comply with all regulations of the Authority concerning development, the placement of fill, or the straightening, changing, diverting or interfering in any way with the existing channel of a river, creek, stream or wetland on any lands within the ESA's unless the written consent of the Authority shall have been first obtained.

12. Termination

Either party may terminate this Agreement for any reason by giving one (1) year written notice to the other party.

13. The Authority's Contractual Status

- (1) The Authority acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that the Authority nor any person employed by or associated with the Authority (including but not limited to its agents, officers, subcontractors) is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City. the *Income Tax Act*. R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*. R.S.C. 1985. c.C8; the *Employment Insurance Act*. S.O. 1996.c.23; the *Workplace Safety and Insurance Act*. 1997;S.O. 1997. c.26 (Schedule "A"); the *Occupational Health and Safety Act*. R.S.O. 1990. c.o.1; the *Pay Equity Act*. R S. O. 1990. c.P.7; the *Health Insurance Act*. R.S.O. 1990. c.H.6; or any other employment related legislation. all as may be amended from time to time. or otherwise.
- (2) Notwithstanding subparagraph (1) above, it is the sole and exclusive responsibility of the Authority to make its own determination as to its status under the Acts referred to above and. in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required thereunder.

- (3) The parties are each independent of the other and this Agreement shall not operate to create a partnership, joint venture, employment arrangement, master servant relationship or any other similar relationship between the City and the Authority or between the City and any employees, agent or contractor of the Authority.

14. Assignment

Neither this Agreement nor any part or interest may be assigned, subcontracted or otherwise transferred by the Authority without the prior written consent of the City, which consent may be withheld.

15. Execution

The Authority acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement, under the hands of their duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED

UPPER THAMES RIVER CONSERVATION AUTHORITY

Per:

Per:

* We have the authority to bind the Upper Thames River Conservation Authority

THE CORPORATION OF THE CITY OF LONDON

Mayor

City Clerk

Appendix #1 ESA Management Area Maps



The Coves

2023 Management Area

Legend

Managed Structures

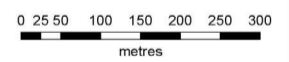
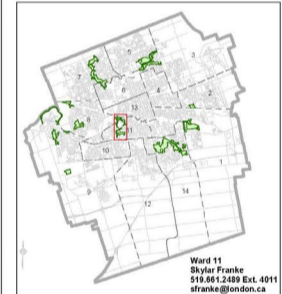
-  Bridge
-  Railing

Access Point

- 1 Springbank Drive
- 2 Brookdale Avenue
- 3 MacAlpine Avenue
- 4 Cove Road
- 5 Elmwood Avenue
- 6 Southcrest Drive
- 7 Phyllis Street
- 8 Centre Crescent
- 9 Baseline Road West
- 10 Beachwood Avenue
- 11 Rachel Street
- 12 Emery Street
- 13 Winston Avenue
- 14 Mackay Avenue
- 15 Briscoe Street West
- 16 Greenside Avenue
- 17 Thames Valley Parkway

-  Managed Trail (4936 m)
-  Thames Valley Trail
-  Management Area (47.4 ha)
-  City of London (47.4 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Lower Dingman
2023 Management Area

Legend

Managed Structures

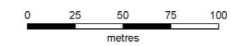
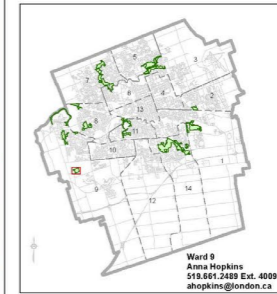
- Boardwalk

Access Point

- Homewood Lane
- Parking

- Managed (1637 m)
- Management Area (20.8 ha)
- City of London (20.8 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Kains Woods 2023 Management Area

Legend

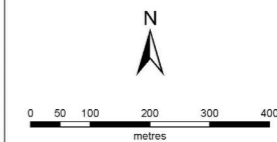
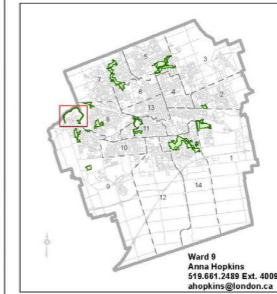
Managed Structures

- Barricade (Open)
- Barricade (Closed)
- Railing
- Boardwalk
- Bridge

Access Point

- 1 Tigerilly Road
- 2 Shore Road South
- 3 Oxford Street West
- 4 Westdel Bourne
- ○ ○ Thames Valley Trail
- Managed Trail (5768 m)
- Management Area (28.1 ha)
- City of London (28.1 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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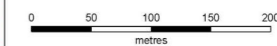
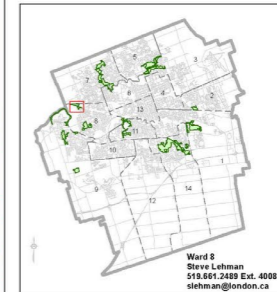


Kelly Stanton
2023 Management Area

Legend

- Managed (0 m)
- Management Area (18.5 ha)
- City of London (18.5 ha)

Location Map



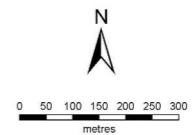
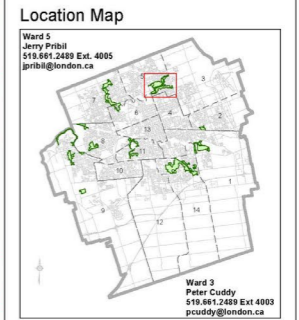
UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Kilally Meadows 2023 Management Area

- Legend**
- Managed Structures**
- Barricade (Open)
 - Bench
 - Bridge
 - Staircase
- Access Point**
- 1 Windermere Road (East)
 - 2 Glenora Drive
 - 3 Glengarry Avenue & Glenora Drive
 - 4 Wakefield Crescent
 - 5 Benson Crescent
 - 6 Killamey Place
 - 7 Highbury Avenue - Bridge
 - 8 Edgevalley Road
 - 9 Kilally Road (West)
 - 10 Blackmaple Court
 - 11 Slaghobh Crescent
 - 12 Crosscreek Crescent
 - 13 Sweetbriar Road
 - 14 Ridgeview Drive
 - 15 Bride Path
 - 16 Adelaide Street Bridge (South)
 - 17 Adelaide Street Bridge (North)
- Parking
- Managed Trail (10482 m)
- Thames Valley Trail
- ESA Management Area (145.17 ha)
- City of London (115.5 ha)
- UTRCA (16.1 ha)
- Note:
ESA Management Area
contains - 13 ha of riverbed.



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Meadowlily Woods 2023 Management Area

Legend

Managed Structures

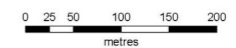
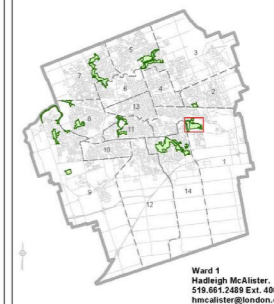
- Barricade (Open)
- Barricade (Closed)
- Boardwalk
- Bridge

Access Point

- 1 Commissioners Road Parking Lot
- 2 Meadowlily Road South (South)
- 3 Meadowlily Road South (North)
- 4 Meadowlark Ridge
- 5 Meadowlily Road North
- 6 Thames Valley Parkway East (North)
- 7 Thames Valley Parkway East (South)
- 8 Thames Valley Parkway West
- P Parking

- Managed Trail (5590 m)
- Management Area (83.9 ha)
- City of London (76.81 ha)
- UTRCA (7.08 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Medway Valley Heritage Forest

2023 Management Area

Legend

Managed Structures

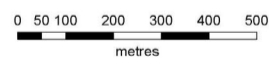
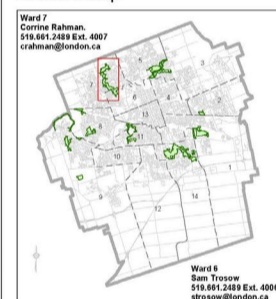
- Barricade (Open)
- Barricade (Closed)
- Boardwalk
- Bench
- Bridge
- Railing
- ▲ Staircase
- ✕ Viewing Platform

Access Point

- 1 Wonderland Road North
- 2 Attawandaron Gate
- 3 Attawandaron Road (Central)
- 4 Attawandaron Road (North)
- 5 Fanshawe Park Road West (West)
- 6 Fanshawe Park Road West (South)
- 7 Hickoryridge Common
- 8 Sunningdale Road West
- 9 Valleyrun Boulevard (West)
- 10 Glenridge Crescent
- 11 Ambleside Park
- 12 Gloucester Road
- 13 Windermere Road (West)
- 14 Elsie Perrin Williams Estate
- 17 Metamora Crescent
- 18 Wychwood Park
- 19 Doncaster Gate (East)
- 20 Pitcarrie Crescent
- 21 Valleyrun Boulevard (East)
- 22 Creekrigge Bend

- Parking
- Managed Trail (11614 m)
- Management Area (133.4 ha)
- City of London (105.8 ha)
- UTRCA (27.6 ha)

Location Map



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Pottersburg Valley
2023 Management Area

Legend

Managed Structures

- Bench
- Kiosk
- Picnic Area

Access Point

- Trafalgar Street
- Parking

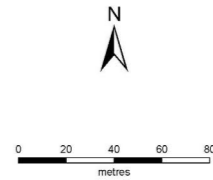
Managed (466 m)

Management Area (14.4 ha)

City of London (14.4 ha)

Location Map

Ward 2
Shawn Lewis
519.661.2489 Ext. 4002
stlewis@london.ca



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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Sifton Bog 2023 Management Area

Legend

Managed Structures

- Barricade (Open)
- Boardwalk
- Viewing Platform

Access Point

- 1** Oxford Street West (Kiosk)
- 2** Hyde Park Road (Kiosk)
- 3** Old Hyde Park Road
- 4** Mantle Place
- 5** Havenwood Way
- 6** Santa Monica Road
- 7** Naomee Place
- 8** Naomee Crescent
- Parking

Managed Trail (2833 m)

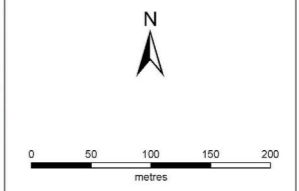
Management Area (41.6 ha)

City of London (11.6 ha)

UTRCA (30 ha)

Location Map

Ward 8
Steve Lehman
519.661.2489 Ext. 4008
slehman@london.ca



UPPER THAMES RIVER
CONSERVATION AUTHORITY

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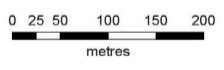
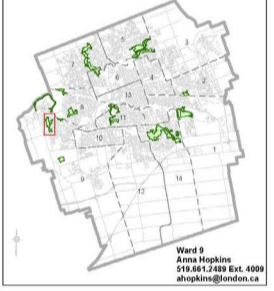
Warbler Woods

2023 Management Area

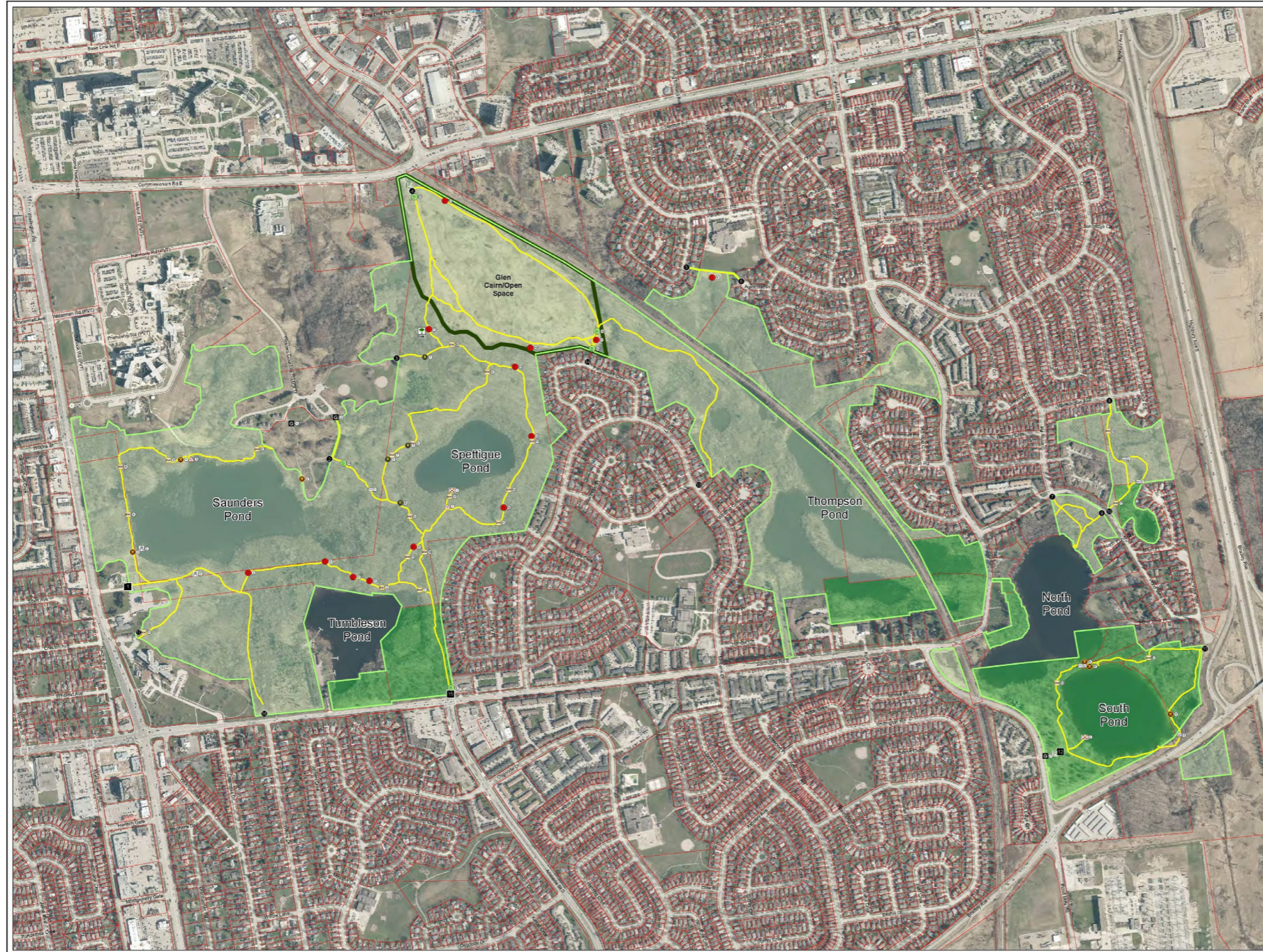
Legend

- Managed Structures**
- Barricade (Open)
 - Boardwalk
 - Bridge
 - Railing
- Access Point**
- 1** Commissioners Rd West (Kiosk)
 - 2** Chestnut Court
 - 3** Springfield Crescent
 - 4** Timber Drive
 - 5** Woodgate Place
 - 6** Conifer Place
 - 7** Baseline Road East
 - 8** Baseline Road West
 - 9** Warbler Woods Walk (North)
 - 10** Warbler Woods Walk (South)
 - 11** Upper West Avenue
 - 12** Boardwalk Way
- Parking
 - Managed Trail (5381 m)
 - Thames Valley Trail
 - Management Area (40 ha)
 - City of London (40 ha)

Location Map



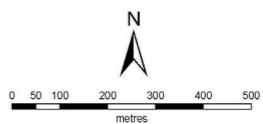
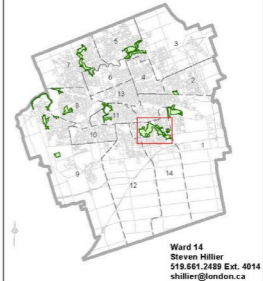
Map produced by UTRCA with data provided by the City of London. Copyright © UTRCA 2023/01.



**Westminster Ponds/
Pond Mills
2023 Management Area**

- Legend**
- Managed Structures**
- Barricade (Open)
 - Barricade (Closed)
 - Bench
 - Birdwalk
 - Bridge
 - Floating Dock
 - Gate
 - Viewing Platform
 - Railing
 - Staircase
 - Heritage Tree
- Access Point**
- 1 Wellington Road at Tourist Info Centre (Pond)
 - 2 South Parkwood Hospital
 - 3 North Parkwood Hospital
 - 4 Commissioners Road at Adelaide Street
 - 5 Silverdale Crescent
 - 6 Agincourt Place
 - 7 Pond View Road Education Centre
 - 8 Worthington Avenue
 - 9 Pond View Road South
 - 10 Pond View Road North
 - 11 Pond View Terrace
 - 12 Pond Mills Road at Gladsey Avenue (Pond)
 - 13 Milbank Drive
 - 14 Parliament Crescent
 - 15 Southdale Road at Adelaide Street (Pond)
 - 16 Cleanness
 - 17 Wellington Road South
- Parking
- Managed Trail (11205 m)
- City of London (182.4 ha)
- UTRCA (26.1 ha)
- Management Area (199.5 ha)

Location Map



**UPPER THAMES RIVER
CONSERVATION AUTHORITY**

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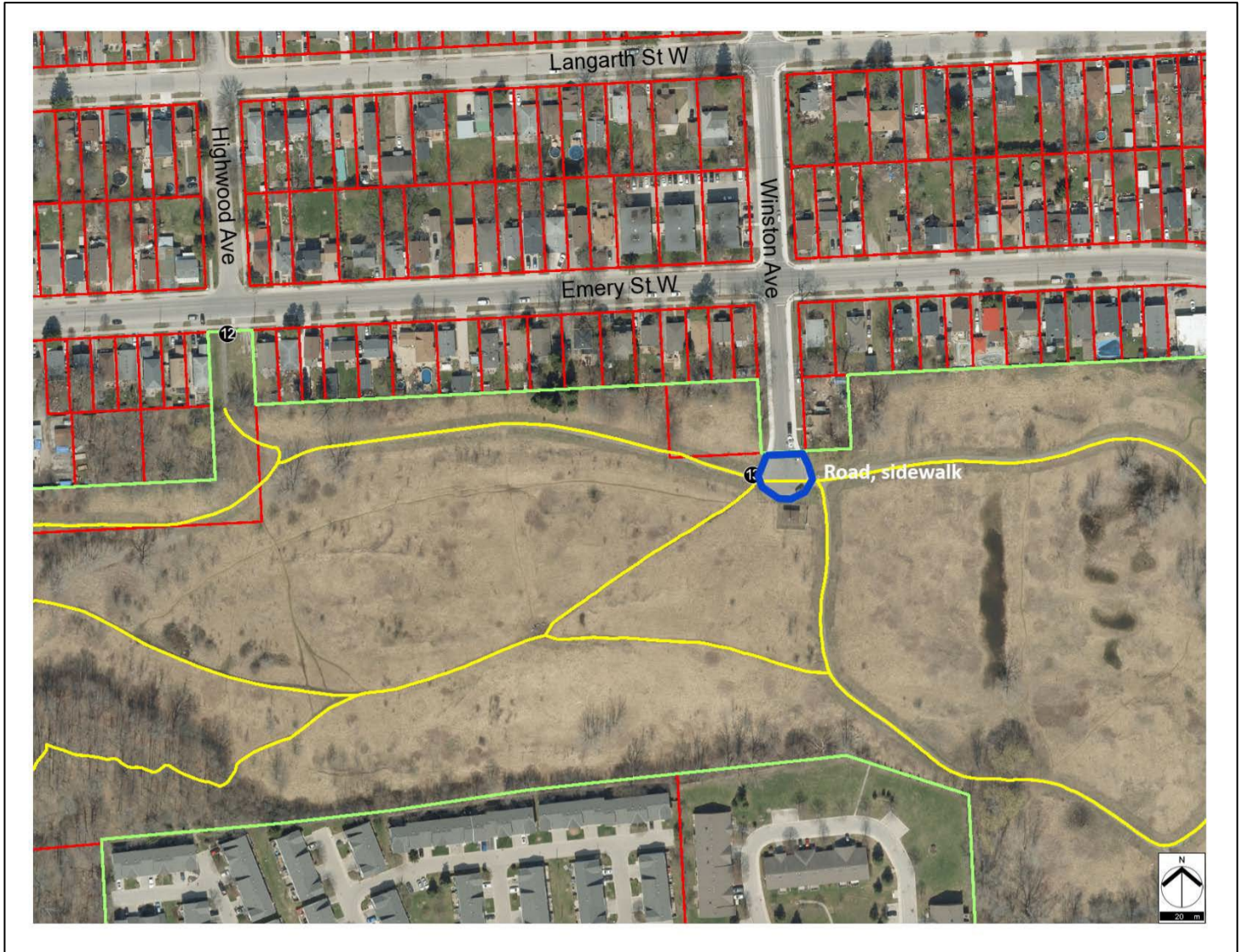
Appendix #2 Management Activities

The Management Activities to be performed by the Authority under this Agreement are:

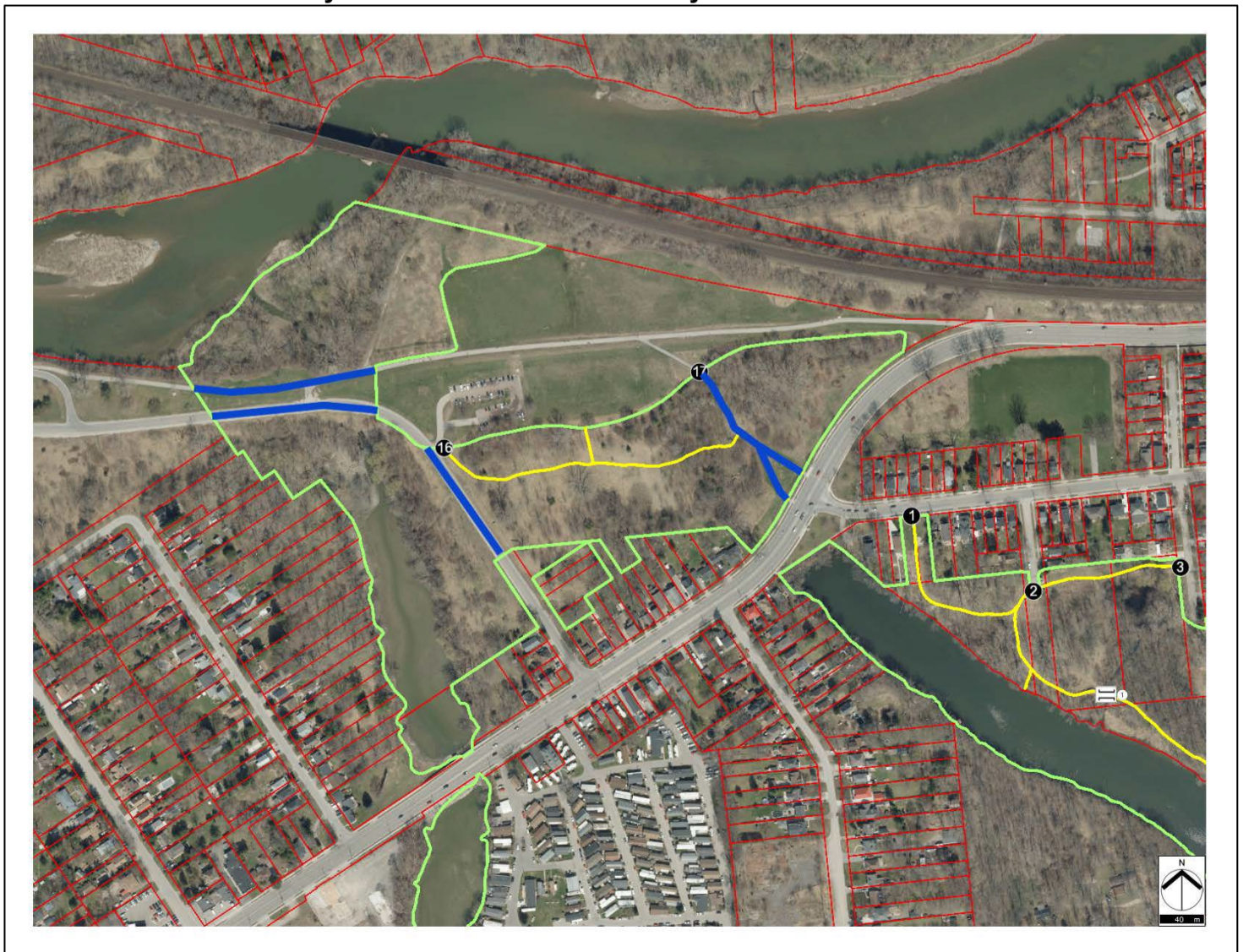
1. Monitoring and enhancing the natural resource -Approximately 40% of total hours:
 - a. Wildlife and habitat protection
 - b. Invasive species management, ecological restoration, and, monitoring
 - c. Native tree planting
 - d. Coordinate research initiatives
2. Enforcing applicable provincial statutes, regulations, and municipal bylaws -20%:
 - a. City Parks and Recreation By-laws, including encroachments into City ESA lands
 - b. Trespass to Property Act
 - c. Conservation Authority Act
3. Overseeing and implementing risk management and hazard tree policies -5%:
 - a. City Hazard Tree Risk Management Policy and Procedure Manual including addressing storm and other reaction tree removal
 - b. Annual inspection of built structures (ex. stairs, boardwalks, docks, railings etc.)
4. Maintaining trail systems -30%:
 - a. Maintenance and upkeep of built structures (boardwalks, bridges, stairs, docks etc.)
 - b. Maintenance and upkeep of ESA entrances, and existing trail system
 - c. Maintenance and upkeep of all required signage
 - d. Garbage pick-up
5. Coordinating educational programs, events and community projects -5%:
 - a. Public meetings and presentations
 - b. Community projects and volunteer groups
 - c. Provide quarterly and annual reports to the City
6. Other management activities as agreed to in writing by the parties.

Appendix #3 Road, Multi-Use and Parking Lot Maps

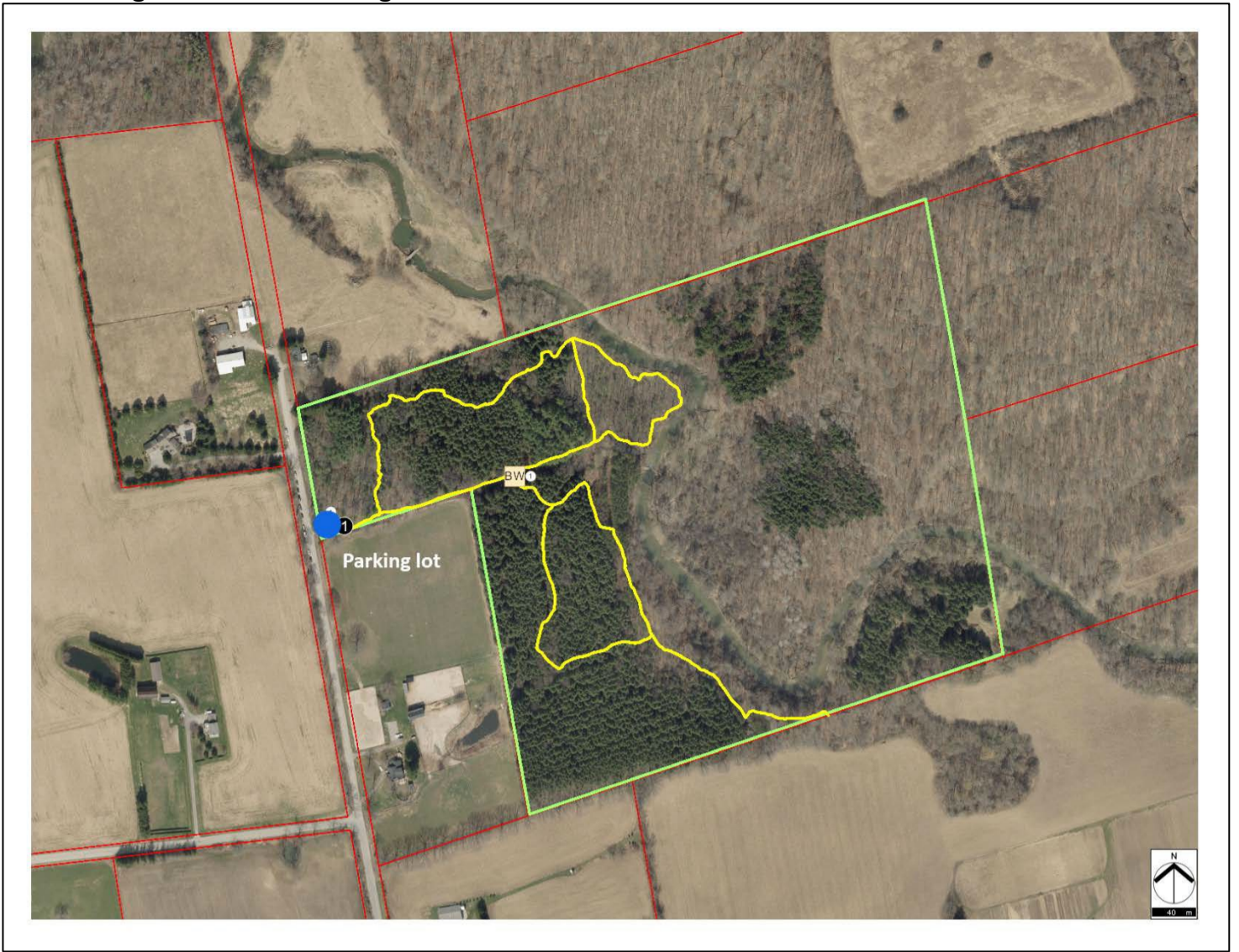
The Coves ESA – Euston Meadows Road and Sidewalk



The Coves ESA Greenway Road and Multiuse Pathway



Lower Dingman ESA – Parking Lot



Kains Woods ESA Multiuse Pathway



Kilally Meadows ESA - Multiuse Pathway



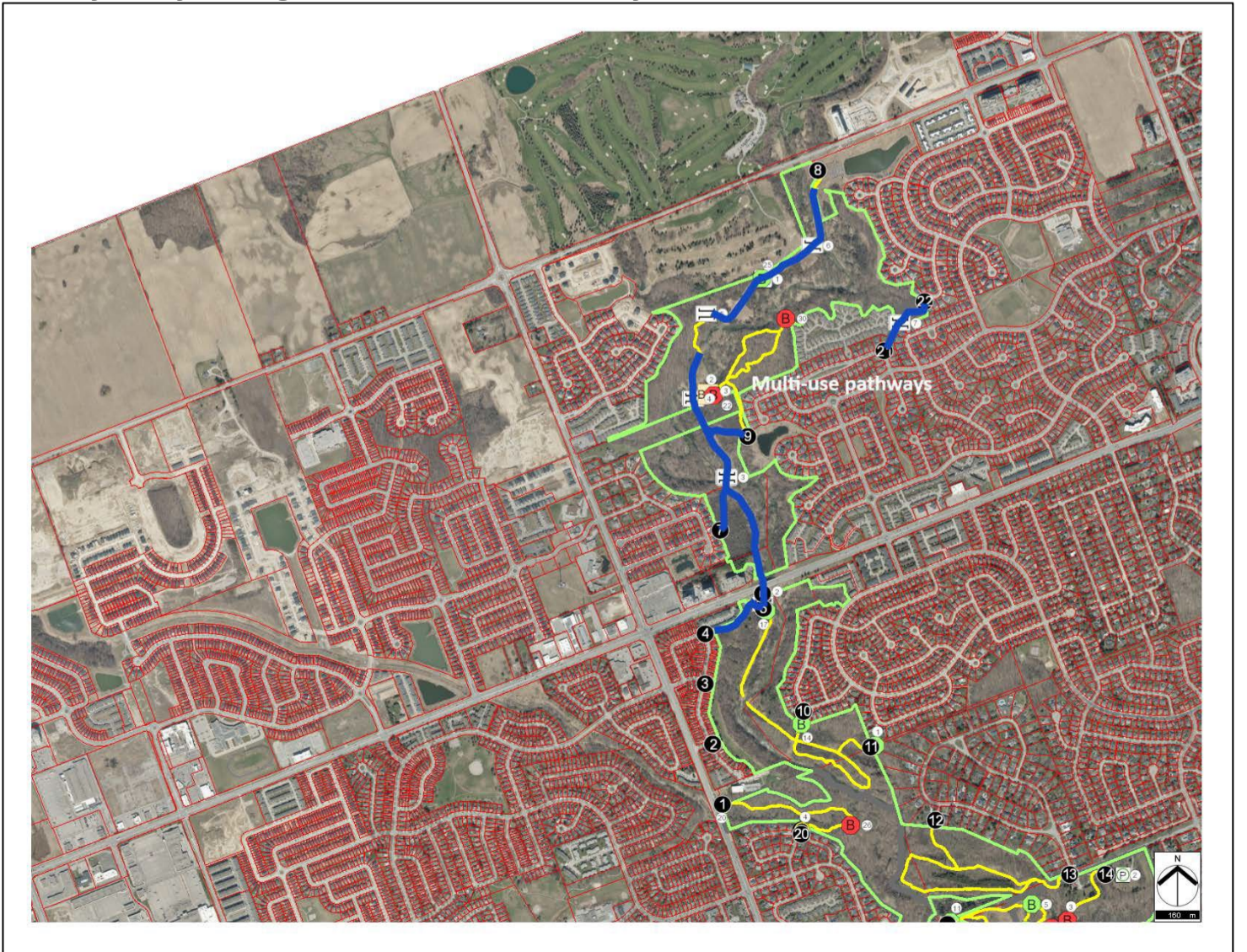
Meadowlily Woods ESA - Multiuse Pathway



Medway Valley Heritage Forest ESA – Elsie Perin Parking lot and Multiuse Pathway



Medway Valley Heritage Forest - Multiuse Pathway



Pottersburg Valley ESA - Multiuse Pathway



Sifton Bog ESA - Multiuse Pathway and Parking lot



Warbler Woods ESA – Multiuse Pathway



Westminster Ponds ESA – South Pond Parking Lot



Westminster Ponds ESA – Western Counties Road and Parking Lots



Bill No. 386
2023

By-law No. A.- ____ - ____

A by-law to authorize and approve Cost Apportioning Agreements between The Corporation of the City of London and The Upper Thames River Conservation Authority (UTRCA), The Kettle Creek Conservation Authority (KCCA), and The Lower Thames Valley Conservation Authority (LTVCA), and to authorize the Mayor and the City Clerk to execute the Agreements.

WHEREAS the UTRCA, KCCA, and LTVCA are conservation authorities established under the Conservation Authorities Act (“Act”) and are governed by members appointed by its participating municipalities in accordance with the Act.

AND WHEREAS a Participating Municipality, as defined under the Act, is located wholly or in part within the area under the jurisdiction of the applicable Conservation Authority.

AND WHEREAS the Act permits a Conservation Authority to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that a Conservation Authority advises to further the purpose of the Act.

AND WHEREAS pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of programs and services.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Cost Apportionment Agreements substantially in the forms attached as “Schedule A”, “Schedule B,” and “Schedule C,” to this by-law, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Schedule 'A'

Cost Apportioning Agreement ("Agreement")

THIS COST APPORTIONING AGREEMENT made the ____ day of _____, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter, "Municipality")

- and -

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter, "UTRCA")

WHEREAS the UTRCA is a conservation authority established under the Conservation Authorities Act ("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS a Participating Municipality, as defined under the Act, is located wholly or in part within the area under the jurisdiction of UTRCA;

AND WHEREAS the Act permits UTRCA to provide non-mandatory programs and services on behalf of a Municipality under a Cost Apportioning Agreement or such other agreement as may be entered into with the Municipality pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that the UTRCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, when Conservation Authorities are authorized to apportion costs to municipalities for the delivery of programs and services;

NOW THEREFORE in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024, through December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice will be given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between UTRCA and the Municipality:
 - a. The Agreement will provide the overarching terms and conditions for the delivery of non-mandatory programs and services by UTRCA that UTRCA deems advisable to further the purpose of the Act.
 - b. UTRCA agrees to provide the programs and services outlined in Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
 - d. UTRCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs and services, or level of service provided, must be approved in writing by the Municipality and any such change

Schedule 'A'

- following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
- e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the UTRCA Board of Directors within the annual budget process including a 90-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. UTRCA may charge a user fee for the delivery of any of the programs and services outlined in Schedule A, where appropriate, to reduce the cost apportioned to the Municipality.
 - g. UTRCA will actively seek out, and make best efforts to secure, funding opportunities from other sources of revenue to offset the costs of the services provided and reduce the cost apportioned to the Municipality.

Review at Regular Intervals

4. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term. It shall be the UTRCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or the Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and the UTRCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a. Agree to a fair process for mediating issues;
 - b. Identify common agreement / ground, in the best interest of the parties;
 - c. Identify all options to resolve; and,
 - d. Agree on best resolution option.
7. If informal dispute resolution fails, and if requested in writing by either the Municipality of the UTRCA, the parties shall enter into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act, R.S.O. 1991, Chapter 17.

Early Termination

8. Upon written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date." In the event this Agreement is terminated, any operating expenses and costs incurred by the UTRCA for providing these services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

9. This Cost Apportioning Agreement shall be made available on the UTRCA's website.

Execution

10. The Agreement may be executed in counterparts in writing or by electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Schedule 'A'

Letters of Agreement

11. The Agreement does not preclude parties from identifying opportunities for further collaboration to benefit both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement, if additional programs and services are requested from UTRCA to be delivered on behalf of the Municipality, a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

12. The Municipality acknowledges and agrees that all programs and services identified in Schedule A shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

IN WITNESS WHEREOF the Municipality and the UTRCA have signed this Cost Apportioning Agreement.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE UPPER THAMES RIVER CONSERVATION AUTHORITY

Per: _____
Chair – Brian Petrie

Per: _____
CAO / Secretary Treasurer – Tracy Annett

I/We have the authority to bind the UTRCA.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Mayor – Josh Morgan

Per: _____
City Clerk – Michael Schulthess

I/We have the authority to bind the Corporation.

Schedule 'A'

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

The UTRCA provides the following Category 3 service areas to its participating municipalities:

- Stewardship and restoration,
- Subwatershed planning and monitoring, and
- Community outreach and education.

These service areas are core components of integrated watershed management that have been provided for decades. They are funded by a variety of sources: provincial contracts and transfer payments, municipal levy, self-generated funds (user fees, donations, sponsorships, contracts), and municipal agreements. A program description for each service area is provided below:

Service Area: Stewardship and Restoration

- Delivering landowner stewardship services to improve soil health, water quality and quantity, and biodiversity, and offering Clean Water Program grants in partnership with municipalities. A healthy and vital Thames River will also benefit Lake St Clair and Lake Erie.

Service Area: Subwatershed Planning and Monitoring

- Making science-based decisions through natural heritage subwatershed planning, ecological monitoring and reporting, species at risk programs, and water quality database management. First Nations engagement through various initiatives and projects, to further the development of a more holistic approach in watershed planning that incorporates aspects of Indigenous Traditional Knowledge and an awareness of the river's spirit, in addition to western science and management objectives.

Service Area: Community Outreach and Education

- Empowering communities and youth through outreach and education programs. Community partnerships facilitate watershed "friends of" groups, community science programs, and community events. Curriculum-based environmental education programs reach 20,000 students/year at Fanshawe and Wildwood Conservation Areas, local natural areas, school yards/in class, and virtually.

Schedule 'A'

Schedule B – Example of Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in the UTRCA's overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA), as outlined below.

Schedule B will be updated annually and distributed to the member municipalities following the final UTRCA budget and levy approval. The MCVA will also be updated as soon as the province provides it to the UTRCA.

A change, if any, to the total levy outlined in Schedule B for 2023 will be applied effective January 1 each calendar year and will be the same percentage as the UTRCA's overall budget increase.

Municipality	2023 MCVA Apportionment %	Cost Apportionment \$ Service Areas: Stewardship and Restoration Subwatershed Planning and Monitoring Community Outreach and Education
Oxford County	16.9093	\$134,214
London	64.0751	\$508,585
Lucan Biddulph	0.3517	\$2,792
Thames Centre	3.1897	\$25,318
Middlesex Centre	2.4127	\$19,150
Stratford	7.2647	\$57,662
Perth East	1.4275	\$11,331
West Perth	1.4827	\$11,769
St. Marys	1.4644	\$11,623
Perth South	1.2215	\$9,695
South Huron	0.2006	\$1,592
TOTAL	100%	\$793,731

Schedule 'A'

APPENDICES

Agreements for Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status
1	ESA Management Program	City of London	Active
2	Beaver Management Program	City of London	Active
3	Watercourse Monitoring Program	City of London	Active

Note – The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that UTRCA is required to develop and implement, in accordance with the Act.

Cost Apportioning Agreement
(hereafter, "Agreement")

THIS AGREEMENT is made on the _____ day of _____, 2023
(hereafter, "Effective Date").

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereafter, "Municipality")

AND:

KETTLE CREEK CONSERVATION AUTHORITY
(hereafter, "KCCA")

WHEREAS KCCA is a conservation authority established under the *Conservation Authorities Act*

("Act") and is governed by members appointed by its participating municipalities in accordance with the Act;

AND WHEREAS the Participating Municipality, as defined by the Act, is located wholly or partly within the area under the jurisdiction of KCCA;

AND WHEREAS the Act permits KCCA to provide non-mandatory programs and services under a Cost Apportioning Agreement or such other agreement pursuant to Ontario Regulation 686/21, when levy is required for the delivery of the non-mandatory programs or services that KCCA advises to further the purpose of the Act;

AND WHEREAS pursuant to Ontario Regulation 686/21, Conservation Authorities are authorized to apportion costs to municipalities for delivery of programs and services;

NOW THEREFORE, in consideration of the terms of this agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Term of Agreement

1. Initial Term of the Agreement is January 1, 2024 – December 31, 2028.
2. Thereafter, the Agreement shall continue for additional four-year periods (each a "Renewal Term") unless either party provides written notice of their intention to terminate this Agreement and such notice is given no less than one-hundred and eighty (180) days and no more than three hundred (300) days prior to the end of such calendar year.

Agreement Principles

3. The following principles shall guide the implementation of the Agreement between KCCA and the Municipality:
 - a. The Agreement will provide overarching terms and conditions for delivery of non-mandatory programs and services by KCCA that KCCA deems advisable to further the purpose of the Act.
 - b. KCCA agrees to provide the programs and services outlined in Schedule A and maintain a consistent level of service for the duration of this Agreement, in accordance with Schedule A.
 - c. The Municipality agrees to financially support the programs and services outlined in Schedule A and for such support to be apportioned among the participating municipalities using the Modified Current Value Assessment method, as outlined in Schedule B.
 - d. KCCA will not add to or delete from the programs and services supported through the Agreement without first consulting with the Municipality and identifying such changes in the annual budget process. Any changes to the programs or services, or level of service provided, must be approved in writing by the Municipality and any such change following the Municipality's written approval shall be reflected in an updated Schedule A and Schedule B to be circulated and posted once the final annual budget is approved.
 - e. Any change to the total municipal support outlined in Schedule B will be reviewed and approved by the KCCA Board of Directors within the annual budget process including a 90-day consultation period with the Municipality and applied effective January 1 each calendar year.
 - f. KCCA may charge a user fee in the delivery of any of the programs and services outlined in Schedule A where appropriate to reduce costs apportioned to the Municipality.

KCCA will actively seek out, and make best efforts to secure, funding opportunities from other sources of revenue to offset the costs of the services provided and reduce the cost apportioned to the Municipality.

Review and Regular Intervals

4. This Agreement shall be reviewed by the parties prior to the expiry of the Initial Term and each Renewal Term it shall be KCCA's responsibility to initiate the review with the Municipality at least one hundred and eighty (180) days prior to the expiry of the Initial Term or Renewal Term, as the case may be.

Dispute Resolution

5. The Municipality and KCCA will strive to facilitate open and timely communication at all levels.
6. Where a dispute arises between two or more parties, the parties agree that dispute resolution practices will be implemented using the following principles:
 - a) Agree to a fair process for mediating issues;
 - b) Identify common agreement / ground in the best interest of the parties;
 - c) Identify all options to resolve;
 - d) Agree on best resolution option.
7. If informal dispute resolution fails, and if requested in writing by either the Municipality or the KCCA, the parties shall enter into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of ninety (90) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the provisions of the Arbitration Act, R.S.O. 1991, Chapter 17.

Early Termination

8. Upon such written notice of intention to terminate this Agreement being given in any calendar year during the Initial Term or Renewal Term, the date that is the last date of such calendar year or such date as may be otherwise agreed to by all parties in writing, shall be the "Termination Date". In the event this Agreement is terminated, any operating expenses and costs incurred by KCCA for providing these services shall be paid by the Municipality up to and including the Termination Date.

Available to the Public

9. This Cost Apportioning Agreement shall be made available on the KCCA's website.

Execution

10. The Agreement may be executed in counterparts in writing electronic signature and delivered by mail, facsimile, or other electronic means, including in Portable Document Format (PDF); no one copy needs to be executed by all parties. When each party has executed a counterpart, each of such counterparts shall be deemed to be an original and all such counterparts, when taken together, shall constitute one and the same agreement.

Letters of Agreement

11. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and

projects involving third parties. During the term of this agreement if additional programs and services are requested from KCCA to be delivered on behalf of the Municipality a separate Letter of Agreement will be established with the Municipality (or delegated staff member) and attached as an Appendix.

Watershed-based Resource Management Strategy

12. The Municipality acknowledges and agrees that all Programs and Services identified in Schedule “A” shall also be included in a Watershed-based Resource Management Strategy that the KCCA is required to develop and implement in accordance with the *Conservation Authorities Act*.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE KETTLE CREEK CONSERVATION AUTHORITY

Per: _____
Chair –

Per: _____
CAO / Secretary Treasurer –

I/We have the authority to bind the KCCA.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Mayor – Josh Morgan

Per: _____
Clerk – Michael Schulthess

I/We have the authority to bind the Corporation.

Schedule A – Category 3 Programs and Services Requiring Municipal Financial Support Through Cost Apportioning

SERVICE AREAS

Under Section 21.1 of the Conservation *Authorities Act*, Conservation Authorities (CAs) are to classify their programs and services into 3 categories:

Category 1: Mandatory programs and services where municipal levy can be used without an agreement.

Category 2: Non-mandatory programs and services the CA delivers at the request of a municipality through an MOU or agreement.

Category 3: Other non-mandatory programs and services a CA determines are advisable to implement in the CA’s jurisdiction. These programs and services may use municipal levy when a MOU/agreement is in place. Programs and services in Category 3 may also be funded through other means. In the latter situation, an MOU/agreement with the municipality is not required.

It is recognized that natural systems benefit from a systems-wide approach and that watersheds are the ecologically meaningful scale for not only effective planning but to enact meaningful and sustainable change.

KCCA offers a comprehensive list of programs and services that benefit the health of the watershed, protects, and educates residents about natural hazards and mitigates the effects of a changing climate. The chart below identifies KCCA’s program areas by Category.

Category 1	Category 2			Category 3	
Mandated Programs and Services which all CAs must provide in their jurisdiction. Eligible to be funded by municipal levy. No agreement required. Programs or Services as described in Ontario Regulation 686/21.	Programs and Services at the request of and on behalf of a Municipality through a MOU or other agreement. Programs or Services as described in Section 21.1.1 of the <i>Conservation Authorities Act</i> .			Programs and Services the CA determines are advisable to implement in the CA’s jurisdiction. Apportionment Agreement required for municipal levy continuance. Programs or Services as described in Section 21.1.2 of the <i>Conservation Authorities Act</i> .	
	Agreement	Municipality	Date/Status	Agreement Proposed	No Agreement Required
Risk of Natural Hazards	Kettle Creek Dog Park	Central Elgin/St. Thomas	2014/Current	Watershed Monitoring	Campgrounds
Planning and Regulations	Belmont and Union Conservation Areas	Central Elgin	2020/Current	Tree Planting	Land Acquisition
Flood Forecasting/Warning/Low Water	Elgin County Woodlands Conservation Bylaw	County of Elgin	2023/Current		Stewardship
Dam Operations					Education
Natural Hazard Technical Studies					
Conservation and Management of CA Lands	Category 2 Program and Services Agreements are posted on KCCA’s web site.				
Significant Areas Management					
Land Acquisition/Disposition					
Inventory of CA Owned Lands					
Conservation Area Strategy					
Provincial Water Quality Monitoring					
Drinking Water Source Protection Program					
Watershed-Based Management Strategy					
General Operating Expenses					
Administration/Communications					
Information Technology/GIS					

Over half of the programs and services included in KCCA’s Category 3 program area are supported through self-generated means including fundraising, grant proposal writing and user fees and operate independent of municipal levy. These programs include Campgrounds, Stewardship, Education and Land Acquisition.

The remaining Category 3 services areas of Tree Planting and Environmental Monitoring are core components of integrated watershed management and have been provided within the watershed for decades. These programs have been funded historically through a combination of municipal levy and self-generated revenue.

KCCA is seeking the continued financial support of its member municipalities through levy for the delivery of the Tree Planting and Environmental Monitoring programs as described below:

Tree Planting

Currently, KCCA's forest cover is estimated at 14.15%, well below the 30% recommended by Environment Canada.

KCCA plants ~50,000 trees per year in the watershed through a mixture of large-scale plantings on public and private lands, over the counter tree sales and through the planting of large stock trees on roadsides and community volunteer events. This program area is crucial for bolstering forest cover, increasing biodiversity and is a cost-effective means to mitigate the effects of climate change, flooding, and erosion. KCCA strives to match funds provided by its member municipalities with its own fundraising efforts.

Environmental Monitoring (non-mandatory)

While water quality monitoring through the Provincial Water Quality and Groundwater Monitoring Networks are considered Category 1 or mandatory programs, KCCA monitors additional sites that are considered Category 3. KCCA monitors six additional surface water quality sites, conducts benthic invertebrate sampling at 25 locations, and evaluates fish communities through electrofishing at a minimum of 15 sites per year. Surface water and benthic monitoring sites are distributed throughout the watershed to provide a comprehensive analysis of local watershed conditions and are reported every five years through the Watershed Report Card. This long-term historical data is integral to the development of the mandatory Watershed Based Resource Management Strategy.

Schedule B – Apportionment of Category 3 Programs

The municipal costs associated with the Category 3 programs and services outlined in Schedule A are included and clearly identified in KCCA’s overall annual budget. These costs will be apportioned among the participating municipalities according to the Modified Current Value Assessment (MCVA) as outlined below.

An increase, if any, to the total levy outlined below for 2023 will be applied effective January 1 each calendar year and will be the same percentage as KCCA’s overall budget increase. Current MCVA will be updated as soon as available from the Province. Schedule B will be updated annually and distributed to Member Municipalities following final budget and levy approval.

Apportionment of Category 3 Programs Requiring Municipal Levy for 2023

Municipality	2023 MCVA Apportionment %	Total Cost Apportionment for Service Areas: Tree Planting Environmental Monitoring
Central Elgin	7.857	10,947.71
Middlesex Centre	1.6689	2,325.40
London	56.7532	79,078.21
Thames Centre	1.343	1,871.30
Malahide	0.6798	947.21
Southwold	3.9779	5,542.69
St. Thomas	27.7201	38,624.36
Total	100%	139,337

This Schedule will be updated annually and distributed to Member Municipalities following final budget and levy approval.

APPENDICES
Agreements related to Category 2 Programs and Services and Letters of Agreement

Appendix #	Agreement	Municipality	Date / Status
1	Phosphorus Mitigation Program for Private Rural Property	City of London	Effective January 1, 2024

Note – The Municipality acknowledges and agrees that all programs and services identified in Appendices contained herein shall also be included in a Watershed-based Resource Management Strategy that KCCA is required to develop and implement, in accordance with the Act.

Schedule 'C'

AGREEMENT FOR SERVICES

MUNICIPAL / LTVCA CATEGORIES OF PROGRAMS AND SERVICES AGREEMENT

THIS AGREEMENT dated this day of , 2023.

BETWEEN

The LOWER THAMES VALLEY CONSERVATION AUTHORITY
(Hereinafter called "Authority")

OF THE FIRST PART

– and –

THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called the "Members")

OF THE SECOND PART

WHEREAS, pursuant to Ontario Regulation 686/21 (<https://www.ontario.ca/laws/regulation/210686>) Conservation Authorities are authorized to charge a levy to their members for delivery of mandatory services under the Regulation;

AND WHEREAS pursuant to Ontario Regulation 687/21 (<https://www.ontario.ca/laws/regulation/210687>) Conservation Authorities are required to enter into an agreement to levy members for services provided to Members other than mandatory services;

AND WHEREAS the Conservation Authority is prepared to provide certain non-mandatory services to its Member Municipalities;

AND WHEREAS the Members wish to avail themselves of these services and to pay the amount levied for the services;

NOW THEREFORE, that in consideration of the terms of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Authority agrees to provide to the Members the services outlined in the Inventory of Services and Programs attached hereto as Schedule A.
2. The Members agree to be charged a levy for such services, to be apportioned among the Members.
3. The Authority will not add to or delete from the services or programs funded through the levy without first consulting with the Members. The Agreement does not preclude the parties from identifying opportunities for further collaboration to the benefit of both parties, and ensure efficiency, transparency, and accountability in the use of resources, including in-kind services and assistance, coordination of complementary policy and program initiatives, and projects involving third parties. During the term of this agreement if additional programs and services are requested from the LTVCA to be delivered on behalf of the Municipality a separate agreement/MOU will be established with the requesting municipality.
4. The parties will maintain the current annual approval process for increasing the levy and budget (i.e., weighted vote based upon current value assessment in the watershed for approval of the levy).

Schedule 'C'

- 5. The Members will continue to support the current Inventory of Services and Programs throughout the period of this Agreement.
- 6. That all elements of this Agreement will include consideration of Climate Change impacts.
- 7. This Agreement will be for a Term of five (5) years commencing on the date of the signature by the last of the parties.
- 8. The Municipality acknowledges and agrees that all Programs and Services identified in Appendix A shall also be included in a Watershed-based Resource Management Strategy that the LTVCA is required to develop and implement in accordance with the Conservation Authorities Act.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE LOWER THAMES VALLEY CONSERVATION
AUTHORITY

Per: _____
Chair – Sarah Emons

Per: _____
CAO / Secretary Treasurer – Mark Peacock

I/We have the authority to bind the LTVCA.

SIGNED SEALED AND DELIVERED THIS DAY OF , 2023.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Mayor – Josh Morgan

Per: _____
City Clerk – Michael Schulthess

I/We have the authority to bind the Corporation

Schedule 'C'

APPENDIX A

Category 1: Mandatory Services – Risk of Natural Hazards, Flood and Erosion

- a) Preparedness
 - i) Flood and or erosion risk emergency response planning with municipal members
 - ii) Flood and or erosion risk mapping updates
 - iii) Administration of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation in flood prone, watercourse, riverine/valleys, shoreline, dynamic beaches, and wetlands
 - iv) Plan input and review support to municipalities regarding natural hazard polices and development applications
- b) Monitoring
 - i) Year round monitoring and data acquisition for lake levels, wind upset, river levels, snow pack, ice thickness, precipitation, weather forecasts and runoff potential
 - ii) Maintenance of all rainfall and streamflow monitoring equipment
 - iii) Development and maintenance of flood forecasting software and hardware
 - iv) Monitoring bluff collapse, gully and toe erosion along the Thames River, Lake St. Clair, and Lake Erie shorelines
 - v) Low Water Response Monitoring across the watershed especially during drought conditions
- c) Flood and Erosion Control Infrastructure (Sixth Street Dam and Pumping Station, Rivard Dam and Diversion Channel, Sharon Creek Morning glory spillway)
 - i) Annual inspections
 - ii) Annual minor maintenance
 - iii) Major maintenance
- d) Response
 - i) Provide flood and or erosion forecasting / warnings and updates to municipalities regarding flood and or erosion events
 - ii) Work with municipal partners to design and implement mitigative measures to address these natural hazards
 - iii) For Low Water updates, undertake rainfall calculations and provide updates to the Committee members / postings to the community

Schedule 'C'

Required Services: Ontario Regulation 686/21 (<https://www.ontario.ca/laws/regulation/210686>)

Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

1. Managing the risk posed by the natural hazards within their jurisdiction, including flooding, erosion, dynamic beaches, hazardous sites, hazardous lands, low water, and drought conditions. This program or service shall be designed to:

Develop an awareness of areas important for the management of natural hazards (e.g., wetlands, rivers and streams, shoreline areas, unstable soils, etc.)

- Understand risks associated with natural hazards and how they will change as the climate changes
 - Manage risks associated with natural hazards
 - Promote public awareness of natural hazards
- The LTVCA will provide a comprehensive communications, education, and outreach program to meet these regulatory requirements.
 - The LTVCA will identify where expertise can be found that is needed to develop a better understanding of the impact of climate change on natural hazards and low water or drought conditions in the watershed.
 - The LTVCA will review and streamline processes where possible.

2. Ice Management services (preventative and/or remedial) as appropriate and as supported by the CA's Flood Contingency Plan, including:

- LTVCA will continue to update the Flood Contingency Plan for the Thames River as needed, and provide it to our emergency services contacts and our municipal members. (we don't actively 'manage' ice jams, determined non-effective and costly and could pose a liability to the Authority if other areas flood as a result of the activity)
- LTVCA will review dock applications and their tolerances for ice damage with respect to the LTVCA's Dock Policy and the Technical Report, Ice Guideline, and the Ice Guideline for Docks.

Infrastructure - Operation, maintenance, repair and decommissioning of Flood and Erosion Control Structures.

3. Review of applications and issuance of permits under Section 28 and 28.0.1 of the Conservation Authorities Act (as amended from time to time), including associated enforcement activities

- The LTVCA will provide technical support for reviewing applications for development within Regulated Areas
- The LTVCA currently has limited ability to act on enforcement activities due to influx of applications and increased number of complaints received

The flood plain / erosion mapping / modeling that is currently in place for LTVCA watercourses requires updating

- Data collection, mapping, data sets, watershed photography
- Development and use of systems to collect and store data and to provide spatial geographical representations of data
- Studies and projects are required to inform natural hazard management programs including floodplain management, watershed hydrology, regulation area mapping update, flood forecasting system assessment, floodplain policy, Lake Erie, and St. Clair shoreline management

Schedule 'C'

Category 1: Mandatory Services – Conservation Areas

Conservation Area Services

Includes the management, development, and protection of significant natural resource lands, features and infrastructure on authority owned lands. The LTVCA has 34 conservation areas, with a land base of 1,713.58 acres (703.58 hectares) and continually increases this area by acquisitions and donations.

Service Components:

- a) Management and Development of Authority lands
 - Build resiliency and demonstrate good resource management within all conservation areas, ranging from day-use lands, wetlands, and forest tracts
- i) Lands and Infrastructure – inspections, maintenance, and enforcement
 - Identification and removal of hazards to reduce liability
 - Maintain essential infrastructure and dispose of surplus items
 - Manage public use that is compatible with the land and enforcement of regulations
- ii) Water Control Structures – inspections, maintenance, and operations
 - Operation of dams following regulatory requirements
 - Develop and monitor funding agreements with municipality(s) where dams are located for maintenance and major repairs
- iii) Forest Management
 - Implement activities identified in Managed Forest Plans (MFTIP's) to improve forest health, including harvesting, tree planting and monitoring of woodlots
 - Removal of invasive species and monitoring of disease and pests
- iv) Administration
 - Development of policies and procedures for conservation area use
- b) Land Acquisition
 - i) Review land donations or purchases for conservation purposes
 - Identify benefits and concerns for potential land acquisitions based on the LTVCA's Land Acquisition and Disposal Policy
- c) Leasing and Agreements on Authority Lands
 - i) Review agreements that are compatible with the land use
 - ii) Monitoring of agreements

Schedule 'C'

Required Services: Ontario Regulation 686/21

Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

1. A Conservation Area Strategy, prepared on or before December 31, 2024 for all lands owned or controlled by the authority. The Strategy will include:
 - Objectives to provide decision making on lands including acquisition and disposition
 - An assessment of how lands owned may augment natural heritage / hazard strategies, and integrate with provincial, municipal, or publicly accessible lands and trails
2. An Inventory of Conservation Authority lands, prepared on or before December 31, 2024, including:
 - Identification of all parcel details including historical information, location, and surveys
 - Designation of land use categories based on activities or other matters of significance related to the parcel
3. Programs and services to ensure that the authority performs its duties, functions, and responsibilities to administer regulations made under Section 29 of the Conservation Authorities Act
 - Enforcement of Regulation 686/21 – Rules of conduct in conservation areas
 - Enhanced enforcement and control measures are required to limit trespassing of unauthorized vehicles on, and unauthorized use of, conservation area lands

Schedule 'C'

Category 1: Watershed Monitoring and Reporting
Services and Programs: Category 1 – Mandatory Program
Monitoring and Reporting <ul style="list-style-type: none">a) Provincial Water Quality Monitoring Network (PWQMN)b) A long standing (50+ years) CA/MECP partnership for stream water quality monitoring at 22 sites. CA takes water samples; MECP does lab analysis and data management. CA uses information for watershed report cards and stewardship project prioritization.c) Provincial Groundwater Monitoring Network (PGMN) (MECP funded network installation)<ul style="list-style-type: none">i. A long-standing CA/MECP partnership for groundwater level and quality monitoring at 7 stations. Costs include equipment, data collection, analysis, data management and reporting. MECP funded network installation.d) Thames River Clearwater Revival, Watershed Wide Strategic Resource Management Plans, Watershed Report Cards, individual Watershed and Sub-watershed Plans<ul style="list-style-type: none">i. Collaborative project of federal and provincial agencies, municipalities, First Nations, and Thames River conservation authorities to address broader-watershed scale water quality and quantity issues in river and contributing watersheds
Required Services: Ontario Regulation 686/21
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
Programs and services to support the authority's functions and responsibilities related to the development and implementation of a watershed-based resource management plan on or before December 31, 2024

Schedule 'C'

Category 1: Mandatory Services – Drinking Water Source Protection

Drinking Water Source Protection

- Services:
- a) Governance – Leadership
 - i. Thames - Sydenham & Region Drinking Water Source Protection Authority, Source Protection Committee and Joint Management
 - ii. Maintenance of local source protection program, including issues management
 - b) Communications
 - i. Promote the local source protection program
 - c) Program implementation
 - i. Ongoing support of local source protection program
 - ii. Implementation of Source Protection Plan policies where applicable
 - iii. Review of local applications / planning proposals / decisions in vulnerable areas to ensure source protection is considered
 - d) Technical Support
 - i. Support the preparation of amendments to local assessment reports and source protection plans to incorporate regulatory changes as well as technical assessment completed for new and expanding drinking water systems
 - ii. Review technical information received regarding changes to the landscape, such as new transport pathways in WHPA and IPZ's, to determine if assessment reports or source protection plans should be revised

Note: This program is currently funded by the Ministry of Environment, Conservation and Parks.

Required Services: Ontario Regulation 686/21

Identification of Additional and or Enhanced Services to Meet Regulatory Requirements

No additional changes need to be made to existing services

Schedule 'C'

Category 1: Mandatory Services
Corporate Services
<ul style="list-style-type: none">1. Governance and Leadership Responsibilities<ul style="list-style-type: none">a) Setting priorities and policiesb) Financial planning and monitoringc) Services and project developmentd) Conservation Ontario Council and Committeese) Reporting to member municipalities 2. Administration / Human Resources / Equipment<ul style="list-style-type: none">a) Human resources planning and administrationb) Workspace and equipment managementc) Records retention and managementd) Compliance with legislation related to employment, health and safety, accessibility, etc. 3. Financial Management<ul style="list-style-type: none">a) Bookkeeping, investments, banking, financial planningb) Tangible capital asset managementc) Management of financial agreements with external funders 4. Communications<ul style="list-style-type: none">a) Communications strategy development and implementation 5. Information technology management and geographic information system<ul style="list-style-type: none">a) Provide IT and GIS support 6. Vehicles, Equipment, and Infrastructure<ul style="list-style-type: none">a) Provide and maintain vehicles and equipmentb) Maintain and upgrade buildings and related infrastructure 7. Strategic Development <p>An updated Strategic Plan is required by January 2024</p>
Required Services: Ontario Regulation 686/21
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
LTVCA Asset Management Plan due on or before December 31, 2024

Schedule 'C'

Category 2:
Private Land Stewardship Program
<ul style="list-style-type: none">1. Best Management Practices<ul style="list-style-type: none">a) Mitigate flood and erosion hazards on private lands (overlaps Cat 1 program)b) Improve and protect water qualityc) Restore flood plains and river valleys (overlaps Cat 1 program)d) Reduce nutrient contaminatione) Restore and enhance wetlands to reduce flooding peaks and augment low flow (overlaps Cat 1 program)f) Management of terrestrial non-native invasive speciesg) Protect groundwaterh) Improve aquatic species at risk habitat 2. Tall grass prairie establishment, tree planting and forestry services<ul style="list-style-type: none">a) Forestry services including planting, plan development, tree, and shrub plantingb) Private woodlot stewardship, technical assistancec) Tall grass prairie plan development and implementation
Additional Regulatory Requirements: Ontario Regulation 686/21
Identification of Additional and or Enhanced Services to Meet Regulatory Requirements
Apply for and maintain external funding

Schedule 'C'

Category 3: Watershed Stewardship Extension, Forestry and Monitoring Services

1. Natural Heritage Systems Implementation
2. Costs to Operate CA's
 - Costs to operate campgrounds and associated facilities on LTVCA lands. CM Wilson CA – 66% Active; Big Bend CA – 66% Active; Warwick CA – 66 % Active
3. Land acquisition
 - Strategic acquisition of environmentally-significant properties. Average appraisal, legal and other fees over last five years equates to \$10,000 per year. Average land donation equates to \$225,000 per year over the last five years. Periodic based on timing of donations.
4. Watershed Health Monitoring and Watershed Report Card Reporting:
 - Monitor and report on the health of forests, rivers and soil
 - Used to help track progress and to focus extension services
 - Used to determine extent and type of stewardship work needed in the watershed
 - The information is required to support the need for funding for stewardship projects when applying to Provincial, Federal and NGO agencies
 - Conservation Authorities report on local watershed conditions every five years
 - The LTVCA watershed is divided into 57 sub-watersheds grouped into 8 in the Watershed Report Card
 - Understanding of the watershed, focuses efforts and tracks progress (report card undertaken every five years)
5. Surface Water Quality Monitoring Program (benthic, spills, algae blooms)
6. Species At Risk Program
 - Species at risk research and assessment
 - Assisting landowners with land restoration projects and improving Species at Risks habitats on private and CA lands
7. Agricultural Research and Stewardship Programs
 - Stewardship and research undertaken jointly with the agriculture community
 - Programs address nutrient run off, healthy soils and development/implementation of local Best Management Practices
8. School Programs
 - Curriculum-based education programs for elementary and secondary students
 - The programs focus on local watersheds, ecosystems, and environmental issues
 - Programs take place at schools (indoors and outdoors), field trips to conservation areas, community parks and through online learning

Schedule 'C'

9. Community programs and events e.g. Chatham-Kent Water Festival

- Education and outreach programs and community events to assist in achieving the objectives of the conservation authority

10. Ska-Nah-Doht Longhouse Village and Museum

- First Nations education and programs

Category 3: CM Wilson Conservation Area Campground / Education Centre

- LTVCA provides overnight and seasonal camping at the CM Wilson Conservation Area
- LTVCA provides educational and community programming at the CM Wilson Education Centre
- The campground and education programs are partially funded by user fees charged for programs, day use and overnight camping to the area
- Revenue raised is used to fund the operations of the campground, with any surplus revenue used to fund education and community programs

Category 3: Big Bend Conservation Area Campground

- LTVCA provides overnight and seasonal camping at the Big Bend Conservation Area
- The campground is funded by user fees charged for day use and overnight camping to the area
- Revenue raised is used to fund the operations of the campground, with any surplus revenue used to fund operation / maintenance of conservation authority lands

Category 3: EM Warwick Conservation Area Campground

- LTVCA provides overnight and seasonal camping at the EM Warwick Conservation Area
- The group camping facility is funded by user fees charged for overnight camping to the area
- Revenue raised is used to fund the operations of the group camping facilities, with any surplus revenue used to fund operation / maintenance of conservation authority lands

Category 3: Longwoods Road Conservation Area / Ska-Nah-Doht Longhouse Village and Museum

- LTVCA provides educational and historic learning at the Longwoods Road Conservation Area / Ska-Nah-Doht Longhouse Village and Museum

Schedule 'C'

- The conservation area programs are partially funded by user fees charged for day use programs, special events and parking to the area
- Revenue raised is used to fund the operations of the resource centre museum and the historic village and buildings, with any surplus revenue used to fund education and community programs

Bill No. 387
2023

By-law No. A-54-23_____

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”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council considers it desirable to enforce and seek compliance with the designated by-laws, or portions of those by-laws, through the Administrative Monetary Penalty System;

AND WHEREAS the Municipal Council on June 25, 2019, passed By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London”;

AND WHEREAS the Municipal Council deems it appropriate to amend By-law No. A-54 with respect to contraventions of designated by-laws under the Administrative Monetary Penalty System By-Law;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. That Schedule “A-5”, referred to as the “Penalty Schedule for Business Licensing By-law” be amended to DELETE items from #134 through to item #154 and renumber items #155-185 accordingly.
2. This by-law shall come into force and effect on January 1, 2024 subject to the provisions of PART VI.1. of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 388
2023

By-law No. C.P.-1512()-___

A by-law to amend The Official Plan for the
City of London, relating to 1958 Duluth Street

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ___ to The Official Plan for the City of London as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to facilitate the proposed infill and intensification development of the property at 1958 Duluth Crescent by permitting an increased building height; permitting additional uses including apartment buildings, small-scale community facilities, and mixed-use buildings; and designating the public park as Green Space.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1958 Duluth Crescent in the City of London as shown on “Schedule 1” attached hereto.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for residential infill and intensification including apartment buildings, small-scale community facilities, and mixed-use buildings up to four-storeys, as it is compatible with the surrounding land uses and will help enhance the character of the neighbourhood.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

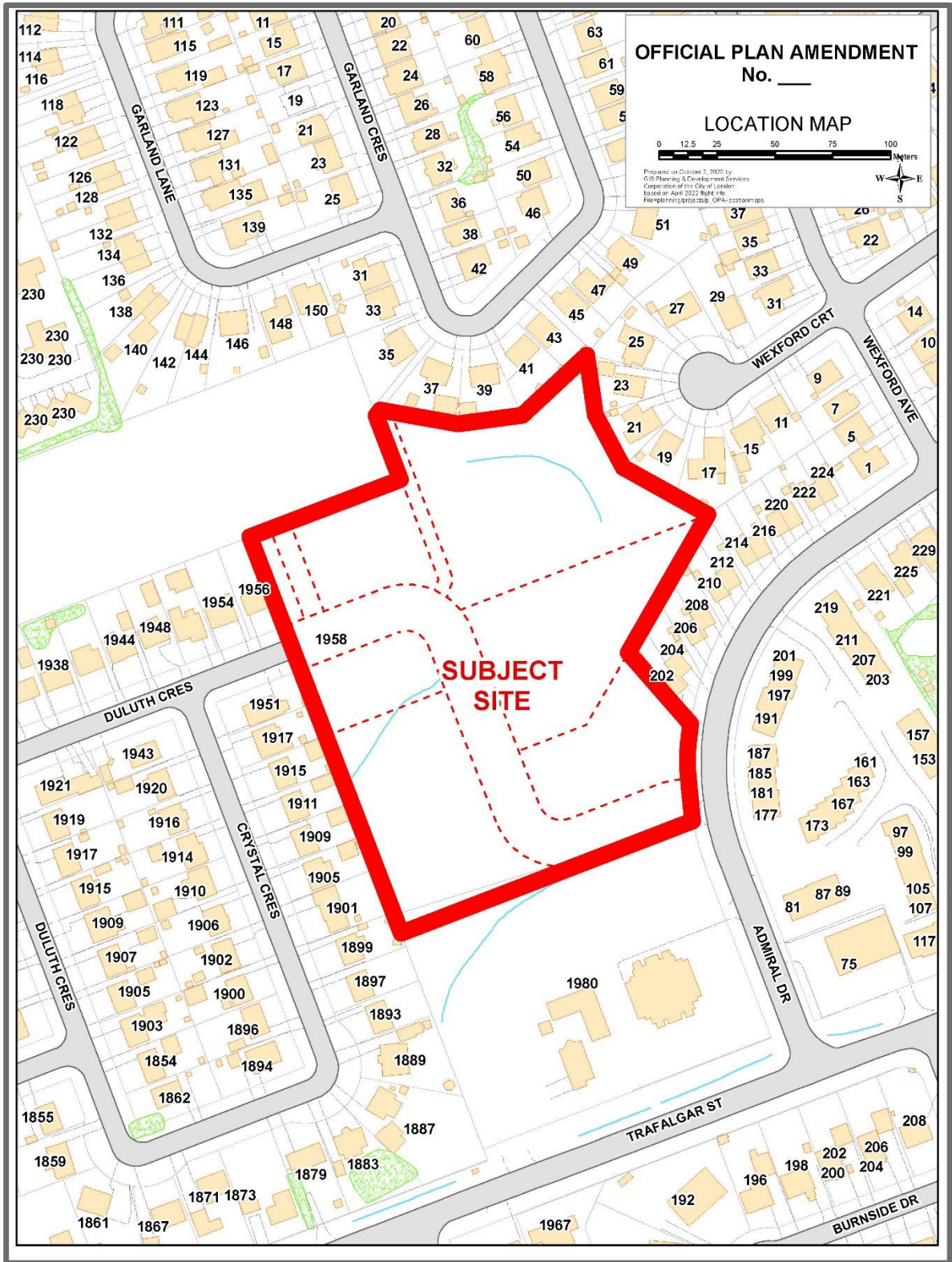
1. Specific Policies for the Neighbourhood Place Type of The Official Plan for the City of London is amended by adding the following:

() 1958 Duluth Crescent

For the lands in the Neighbourhoods Place Type located at 1958 Duluth Crescent, as shown on Map 7 – Specific Policy Areas, apartment buildings, small-scale community facilities and mixed-use buildings shall be permitted in addition to the uses identified in Table 10, with an upper maximum height of 4 storeys.

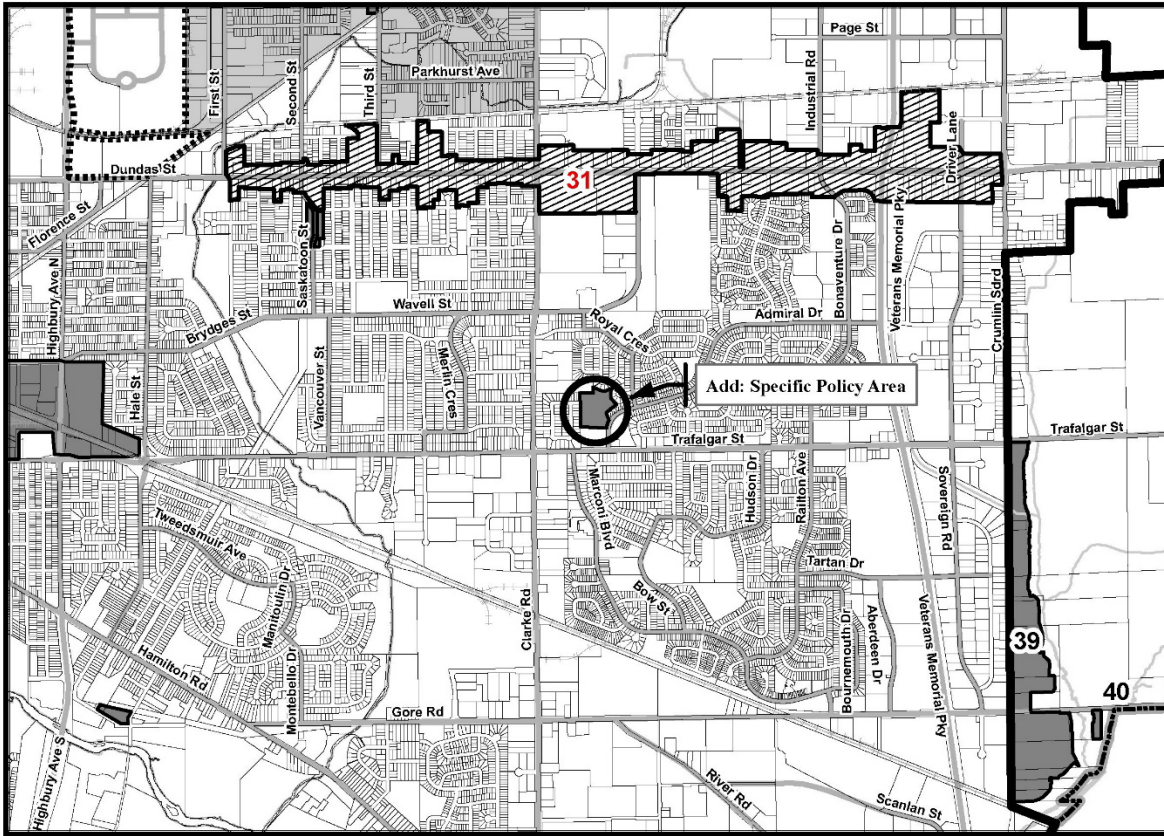
2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1958 Duluth Crescent in the City of London, as indicated on “Schedule 2” attached hereto.
3. Map 1 – Place Types, to The Official Plan for the City of London Planning Area is amended by redesignating Block 8 in the Draft Plan of Subdivision for 1958 Duluth Crescent (File No. 39T-23504) from a Neighbourhood Place Type to a Green Space Place Type, as indicated on “Schedule 3” attached hereto.

“Schedule 1”



“Schedule 2”

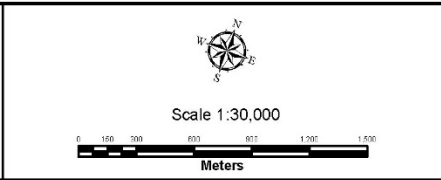
AMENDMENT NO:



LEGEND	BASE MAP FEATURES
Specific Policies	Streets (See Map 3)
Rapid Transit and Urban Corridor Specific-Segment Policies	Railways
Near Campus Neighbourhood	Urban Growth Boundary
Secondary Plans	Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

SCHEDULE #
TO
OFFICIAL AMENDMENT NO. _____
PREPARED BY: Planning & Development

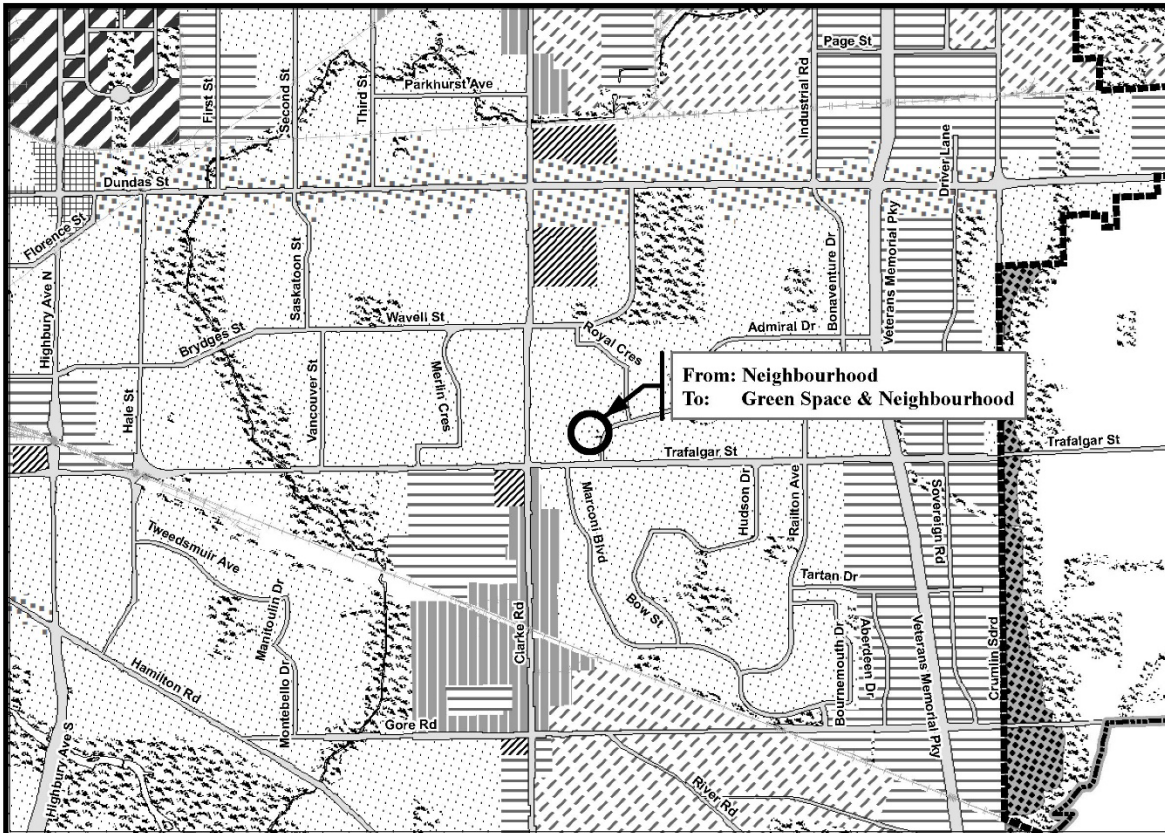


FILE NUMBER: OZ-9638
PLANNER: MC
TECHNICIAN: RC
DATE: 9/26/2023

Document Path: E:\Planning\Projects\p_officialplan\workconsol\00\amendments_LondonPlan\OZ-9638\Projects\AMENDMENT_Map7_SpecialPolicyAreas_b&w_8x11.mxd

“Schedule 3”

AMENDMENT NO:




Legend

- | | | |
|------------------------|--------------------------|---|
| Downtown | Future Community Growth | Environmental Review |
| Transit Village | Heavy Industrial | Farmland |
| Shopping Area | Light Industrial | Rural Neighbourhood |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor | Commercial Industrial | Urban Growth Boundary |
| Main Street | Institutional | |
| Neighbourhood | Green Space | |

This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.


<p>SCHEDULE # TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p>PREPARED BY: Planning & Development</p>	<p>Scale 1:30,000</p> <p>Meters</p>	<p>FILE NUMBER: OZ-9638</p> <p>PLANNER: MC</p> <p>TECHNICIAN: RC</p> <p>DATE: 9/26/2023</p>
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Monteith + Brown
planning consultants

DRAFT PLAN OF SUBDIVISION
Block D RP-034 and Part of Block E RP-034 and Part of South 1/2 Lot 4, Concession C (Geography) City of London
County of Middlesex



OWNERS' CERTIFICATE
I, the undersigned, being the owner of the above described land, do hereby certify that the above described land is the property of the undersigned and that the above described land is the property of the undersigned and that the above described land is the property of the undersigned.

RECORD OF SUBMISSION

No.	DATE	REVISIONS
1	JUNE 2023	

LAND USE SCHEDULE	AREA (Ha)	PERCENT
SINGLE DETACHED RESIDENTIAL LOTS 1 to 2	0.07	2.3
RESIDENTIAL LOTS 3 to 4	0.88	23.8
MEDIUM DENSITY RESIDENTIAL	3.22	86.9
MIXED USE BLOCK 7	0.47	12.8
PARK BLOCK 8	0.28	7.4
WALKWAY BLOCK 9	0.05	1.3
ROAD & WORKING BLOCK 10	0.51	13.7
TOTAL SITE AREA	2.98	100.0

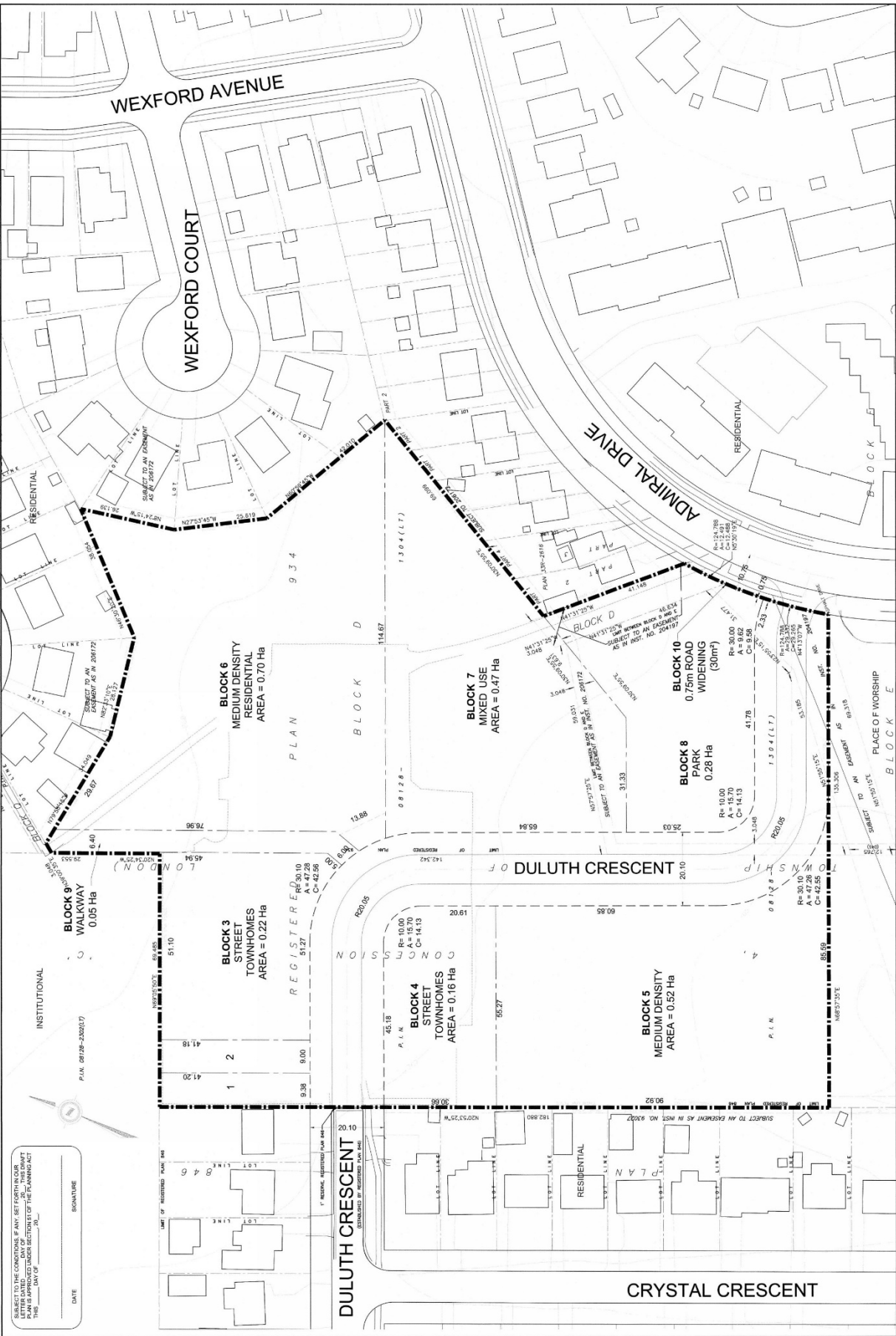
HOUSING DEVELOPMENT CORPORATION

PROPOSED MELL SUBDIVISION
1858 DULUTH CRESCENT, LONDON

PROJECT NO. 20-1701

DATE: 20-1701

SCALE OF ASSESSMENT: 1:400



SUBJECT TO THE CONDITIONS, IF ANY, SET FORTH IN A LETTER DATED _____ DAY OF _____, THIS DRAFT PLAN IS APPLIED UNDER SECTIONS 10 OF THE PLANNING ACT AND SECTIONS 10 OF THE PLANNING ACT.

DATE: _____

SIGNATURE: _____

Bill No. 389
2023

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for
the City of London, 2016 relating to 764,
772, 774 Crumlin Sideroad

The Municipal Council of The Corporation of the City of London enacts as follows:

1. Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to amend the Crumlin / Gore Road policy in the Specific Policies for the Rural Neighbourhoods Place Type and to remove the subject lands from Map 7 – Specific Policy Areas - of the City of London to allow for lot sizes less than one hectare to be considered.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 764, 772, 774 Crumlin Sideroad in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment is consistent with the Provincial Policy Statement, conforms to The Official Plan, specifically the Rural Neighbourhood policies and Civic Infrastructure policies as they relate to rural lot sizes which would allow for lots to be created that are no less than 0.4 hectares as determined by required water and sanitary servicing reports.

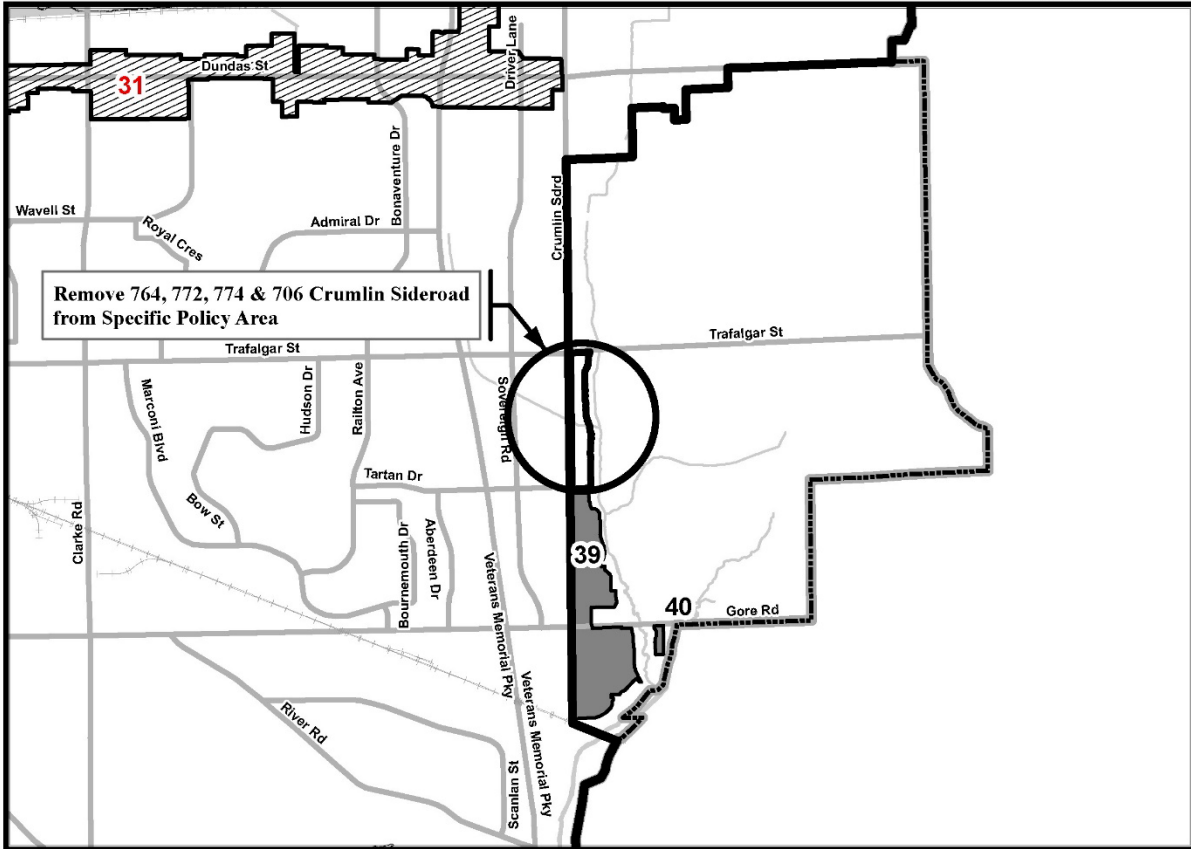
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Policy 1253_ Crumlin / Gore Road within the Specific Policies for the Rural Neighbourhoods Place Type of The Official Plan for the City of London is amended by replacing the words “Trafalgar Street” with the words “Tartan Drive”.
2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by removing the lands located at 764, 772, 774 Crumlin Sideroad in the City of London, from the area labeled 39. Crumlin / Gore Road as indicated on “Schedule 1” attached hereto.

Schedule 1

AMENDMENT NO:




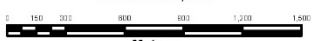
LEGEND

- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.

<p align="center">SCHEDULE 1 TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p align="center">PREPARED BY: Planning & Development</p>	<p align="center">  Scale 1:30,000  Meters </p>	<p>FILE NUMBER: OZ-9642</p> <p>PLANNER: BH</p> <p>TECHNICIAN: RC</p> <p>DATE: 10/10/2023</p>
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Bill No. 390
2023

By-law No. C.P.-1512()-____

A by-law to amend The Official Plan for the
City of London, 2016 relating to 610-620
Beaverbrook Avenue

The Municipal Council of The Corporation of the City of London enacts as follows:

Amendment No. ____ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.

This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

**AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON**

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to facilitate the proposed infill development at 610-620 Beaverbrook Avenue by permitting apartment buildings and an upper maximum height of five storeys on the property.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 610-620 Beaverbrook Ave in the City of London.

C. BASIS OF THE AMENDMENT

The site-specific amendment would allow for two, 5-storey apartment buildings. The proposed amendment is considered appropriate as it is consistent with the Provincial Policy Statement, 2020, conforms to The Official Plan, including but not limited to the Key Directions, City Building policies, and the Specific Policy Area policies in Our Tools. The recommended amendment would permit development at a transitional scale and intensity that is appropriate for the site and the surrounding neighbourhood; and facilitates the development of an underutilized site within the Built-Area Boundary and Primary Transit Area with an appropriate form of development.

D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

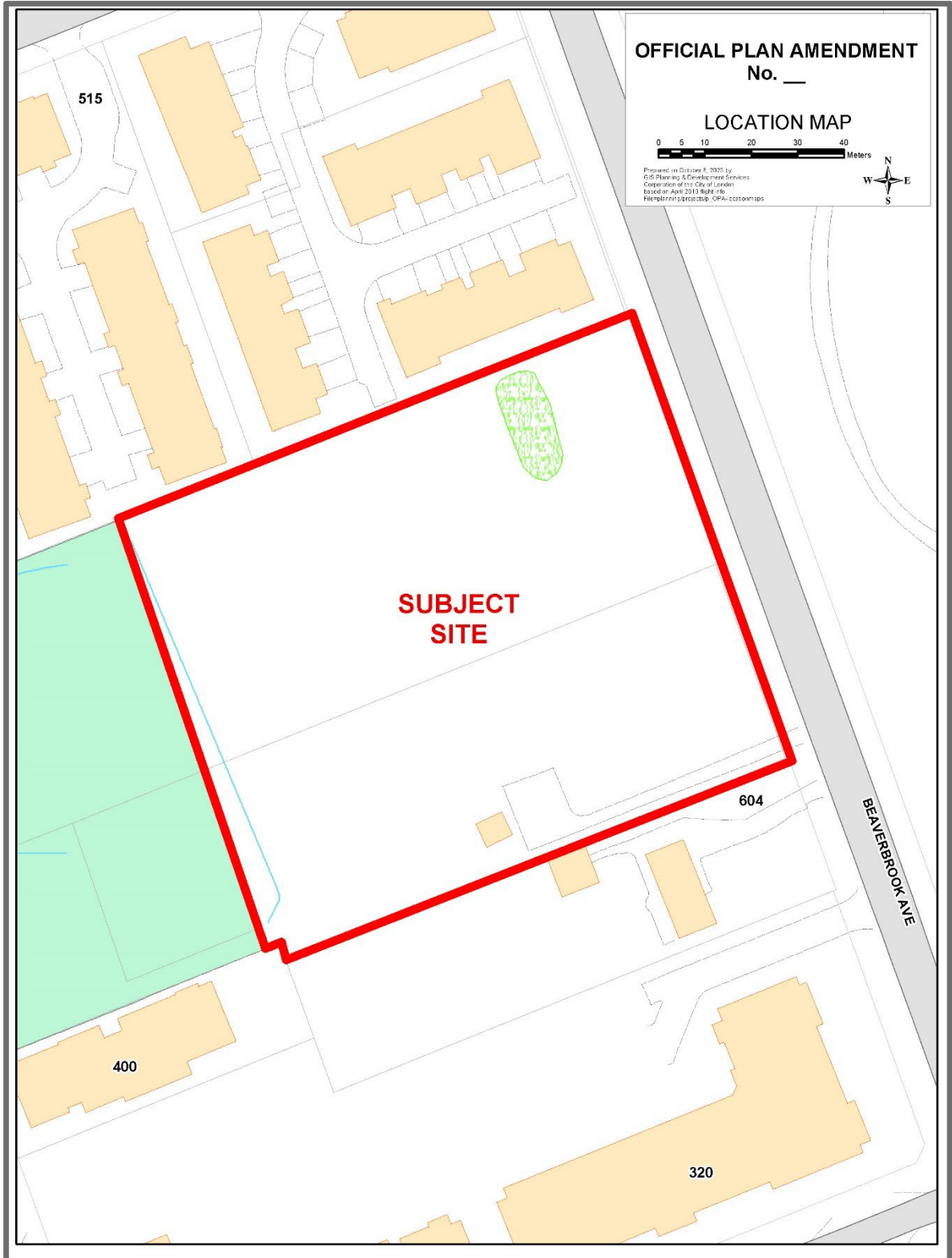
1. Specific Policies for the Neighbourhoods Place Type of The Official Plan for the City of London is amended by adding the following:

() 610-620 Beaverbrook Avenue

For lands in the Neighbourhoods Place Type located at 610-620 Beaverbrook Avenue, as shown on Map 7 – Specific Policy Areas, apartment buildings shall be permitted in addition to the uses identified in Table 10, with an upper maximum height of five (5) storeys.

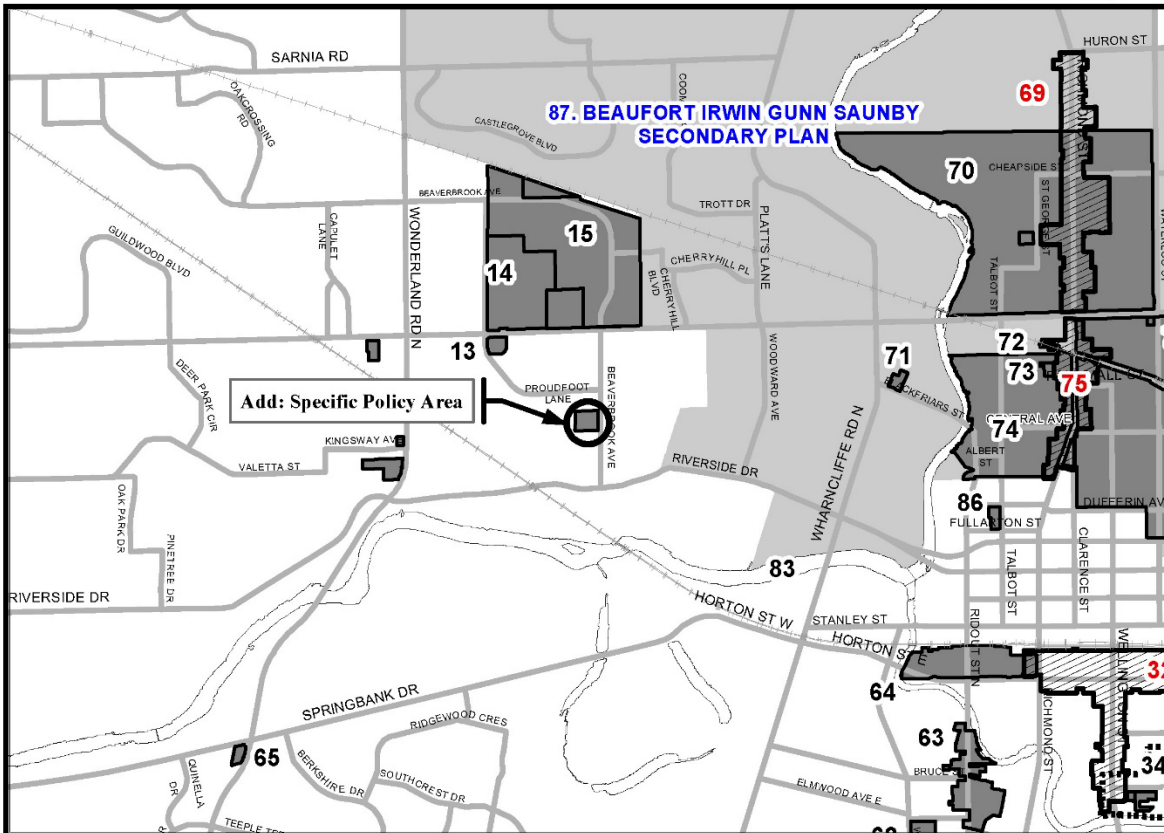
2. Map 7 - Specific Policy Areas, to The Official Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 610-620 Beaverbrook Avenue in the City of London, as indicated on “Schedule 2” attached hereto.

Schedule 1



Schedule 2

AMENDMENT NO:



LEGEND	BASE MAP FEATURES
<div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 15px; height: 10px; background-color: #808080; margin-right: 5px;"></div> Specific Policies </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 15px; height: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #808080 2px, #808080 4px); margin-right: 5px;"></div> Rapid Transit and Urban Corridor Specific-Segment Policies </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 15px; height: 10px; background-color: #d3d3d3; margin-right: 5px;"></div> Near Campus Neighbourhood </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 15px; height: 10px; border: 2px dashed black; margin-right: 5px;"></div> Secondary Plans </div>	<div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; border-bottom: 1px solid black; margin-right: 5px;"></div> Streets (See Map 3) </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; border-bottom: 1px dashed black; margin-right: 5px;"></div> Railways </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; border-bottom: 2px solid black; margin-right: 5px;"></div> Urban Growth Boundary </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="width: 20px; height: 10px; border: 1px solid black; margin-right: 5px;"></div> Water Courses/Ponds </div>
<p><i>This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.</i></p>	

<p style="text-align: center;">SCHEDULE #</p> <p style="text-align: center;">TO</p> <p>OFFICIAL AMENDMENT NO. _____</p> <p style="font-size: x-small; text-align: center;">PREPARED BY: Planning & Development</p>	<p style="font-size: x-small;">Scale 1:30,000</p> <p style="font-size: x-small;">Meters</p>	<p>FILE NUMBER: OZ-9517</p> <p>PLANNER: AR</p> <p>TECHNICIAN: RC</p> <p>DATE: 7/13/2022</p>
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Bill No. 391
2023

By-law No. CPOL.-71()-__

A by-law to amend By-law No. CPOL.-71-303 being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to repeal and replace 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 No. CPOL.-71-303 being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to implement changes to the process the appointment and selection of Council Members to various civic boards and commissions;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-71-303 being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” is hereby amended by deleting Schedule “A” in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Schedule “A”



London
CANADA

Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy

Policy Name: Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy

Legislative History: Adopted August 22, 2017 (By-law No. CPOL.-71-303); Amended July 24, 2018 (By-law No. CPOL.-71(a)-409); Amended August 10, 2021 (By-law No. CPOL.-71(b)-244); Amended November 7, 2023

Last Review Date:

Service Area Lead: City Clerk

1. Policy Statement

1.1 This policy clarifies how Council Members are to be appointed to Standing Committees of Council and various Civic Boards and Commissions.

2. Definitions

2.1 **Council Year** – shall mean a one-year period commencing December 1 through November 31.

2.2 **Council Term** – shall mean a four-year period commencing November 15 through November 14.

3. Applicability

3.1 This policy shall apply to all City of London Council Members.

4. The Policy

4.1 General

Council Members shall be appointed to Standing Committees of Council each Council Year, with the exception of the Strategic Priorities and Policy Committee which shall serve for the Council Term.

Council Members shall make every effort to serve on different Standing Committees throughout the Council Term, with the exception that the Council Procedure By-law provides for the Mayor to be, ex officio, a member of all Standing Committees of the Council, except for the Strategic Priorities and Policy Committee where the Mayor shall serve as Chair; and

Council Members shall be appointed to the Audit Committee, civic boards and commissions each Council Term, to serve for the Council Term, unless the term of office is otherwise specified by legislation.

The Strategic Priorities and Policy Committee shall nominate the appointment of Council Members to Standing Committees of Council, Audit Committee and various civic boards and commissions to the Municipal Council.

4.2 Appointment of Council Members at the Commencement of a New Council Term

The City Clerk, or designate, shall convene a meeting of the Strategic Priorities and Policy Committee, as soon as possible after the Inaugural Council meeting, with respect

to the appointment of Council Members to the Standing Committees of Council, Audit Committee and various civic boards and commissions. In advance of the above-noted Strategic Priorities and Policy Committee meeting, the City Clerk, or designate, shall provide incoming Council Members with a communication describing the mandate of each of the Standing Committees, Audit Committee, boards and commissions to which Council Members are to be appointed and with a submission form on which each Council Member shall indicate their committee, board and commission preferences. All members of council are expected to indicate a preference for each committee, board and commission listed on the submission form provided by the City Clerk.

The latter document shall be returned to the City Clerk, or designate, by a specified date, in order to form part of the agenda for the Strategic Priorities and Policy Committee meeting. Appointments to the Standing Committees, Audit Committee and various civic boards and commissions shall be in keeping with the process approved by the Municipal Council.

4.3 Appointment of Council Members to Council Standing Committees after Appointments at the Commencement of a Council Term

The City Clerk, or designate, shall convene a meeting of the Strategic Priorities and Policy Committee in sufficient time for a nomination to be brought forward to the Municipal Council for consideration prior to the commencement of a new Council Year, with respect to the appointment of Council Members to Standing Committees of Council for the upcoming Council Year. The City Clerk, or designate, shall provide the Council Members with a submission form on which each Council Member shall indicate their Standing Committee preference. The latter document shall be returned to the City Clerk, or designate, by a specified date, in order to form part of the agenda for the Strategic Priorities and Policy Committee meeting. All members of council are expected to indicate a preference for each committee listed on the submission form provided by the City Clerk.

Appointments to the Standing Committee shall be in keeping with the process approved by the Municipal Council.

In the event a Council Member is no longer able to hold office on the Municipal Council and another individual is elected in their place during a Council Year, the new Council Member shall assume the membership on the Standing Committee previously held by the Council Member which they are replacing.

4.4 Appointment of Council Members to the Audit Committee and Civic Boards and Commissions after Appointments at the Commencement of a Council Term

In the event a Council Member vacancy on the Audit Committee or a civic board or commission becomes available during a Council Term, after appointments have been made at the commencement of the Council Term, the City Clerk, or designate, shall canvass the Council Members to determine which Council Members would be interested in filling the vacancy. The names of the Council Members who have expressed an interest in filling the vacancy shall be placed on an agenda of the Strategic Priorities and Policy Committee, at the earliest opportunity, and the selection of the Council Member to fill the vacancy shall be made based upon the same process approved by the Municipal Council for the filling of vacancies at the beginning of a Council Term.

Bill No. 392
2023

By-law No. CPOL.-398()-___

A by-law to amend By-law No. CPOL.-398-43 being "Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions" to repeal and replace 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 No. CPOL.-398-43 being "Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions" to reflect changes to the vote process for selection and appointment;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-398-43 being "Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions" is hereby amended by deleting Schedule "A" in its entirety and by replacing it with the attached new Schedule "A".
2. This by-law shall come into force and effect on the date it is passed . subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Schedule “A”



London
CANADA

Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions

Policy Name: Selection Process Policy for Appointing Members to Committees, Civic Boards and Commissions

Legislative History: Enacted January 28, 2020 (By-law CPOL.-398-43)

Last Review Date:

Service Area Lead: City Clerk

1. Policy Statement

- 1.1 The City of London is committed to ensuring the appointment of qualified candidates to boards, commissions and committees in a manner that is open, transparent, and equitable. This policy outlines the selection process by which candidates to fill a position on a board, commission or committee are selected for recommendation.

2. Definitions

For the purposes of this policy:

- 2.1 **Absolute Majority** – shall mean fifty percent plus one (50% +1) of the available votes.
- 2.2 **Clerk** – shall mean the City Clerk of the City of London, or designate.
- 2.3 **Committee** – shall mean the Standing Committee responsible for recommending appointments for consideration by the Municipal Council or, in applicable circumstances, the Municipal Council.
- 2.4 **Qualified Candidate** – shall mean an individual who has expressed an interest in filling a vacant position on a board, commission or committee and meets the relevant membership requirements.
- 2.5 **Qualified Voter** – shall mean a member of the Committee or, in applicable circumstances, Municipal Council, qualified to make the appointment recommendation(s) to the Municipal Council.

3. Applicability

- 3.1 The policy shall apply to Committee members.

4. General

- 4.1 The names of candidates who have expressed an interest in filling a vacancy or a position to which the Municipal Council appoints members shall be placed on an agenda for consideration and a selection process to recommend a candidate to fill the position(s) shall be conducted in accordance with this policy.

5. Appointments

- 5.1 Appointments for boards, commissions and all committees to which Council appoints members shall be recommended for consideration in accordance with the Council Procedure By-law and the relevant terms of reference, policy or by-law for that board, commission or committee.

- 5.2 Advisory Committee appointments occurring mid-term shall be recommended for consideration in accordance with the Council Policy “General Policy for Advisory Committees”.
- 5.3 Prior to making a recommendation for appointment to Municipal Council, Committee may utilize the selection process detailed in this policy to short-list applicants for further consideration via a formal interview process.

6. Selection Process

- 6.1 Qualified candidates will be placed on a Committee Agenda as a slate for consideration by the Committee.

- 6.1.1 In accordance with the Council Procedure By-law, in the year of a municipal election, the Striking Committee shall meet to make recommendations for initial Qualified Candidate appointments to boards, commissions and advisory committees and shall submit its recommendations to the new Municipal Council through the Strategic Priorities and Policy Committee.

- 6.2 The Committee may, by consensus, accept a slate for the recommendation of Qualified Candidate(s) to fill the position(s).

Every effort shall be made to achieve consensus amongst Committee Members on recommended appointments. The Clerk shall assist in the process by displaying a slate of potential appointees to each vacancy, and by amending that slate as consensus is achieved.

In the event consensus is achieved, the Chair shall immediately call for a motion to recommend the appointment for the candidates’ for which consensus was reached.

- 6.3 Where the number of candidates recommended for appointment exceeds the number of positions available, all potential appointees’ names for whom consensus has not been reached shall be listed in alphabetical order on a ballot and a selection process shall be conducted in accordance with the procedure outlined in this policy.

6.4 Voting - one (1) position to be filled

Where there is one (1) position to be filled and the number of candidates recommended for appointment exceeds one (1), the following procedure shall be followed, for as many voting rounds as necessary:

- 6.4.1 Each Qualified Voter on the Committee shall vote for one (1) candidate to be recommended for appointment. All votes will be tabulated electronically by the Clerk.

- 6.4.2 The candidate that receives an Absolute Majority of the available votes shall be recommended for appointment.

- 6.4.3 If after the first round of counting, one candidate does not receive an Absolute Majority of available votes, the candidate(s) who received the least amount of votes and those with zero votes are removed from the slate and the vote is held again until one candidate to be recommended for appointment receives an Absolute Majority of the available votes.

6.5 Voting – more than one (1) position to be filled

Where the number of positions to be filled is greater than one (1) and the number of candidates recommended for appointment exceeds the number of positions available, the following procedure shall be followed, for as many voting rounds as necessary:

- 6.5.1 Each Qualified Voter on the Committee shall vote for as many candidates for a position as there are positions to be filled, but may only vote once for each candidate. All votes will be tabulated electronically by the Clerk.
- 6.5.2 All candidates run against each other in a race for the required number of positions to be filled.
- 6.5.3 After the first round of counting, candidates with the least amount of votes and those with zero votes will be removed from the slate, and the vote is held again for all positions until the number of candidates left on the ballot equals the number of positions to be filled.
- 6.5.4 After all voting rounds have completed, the candidates that remain shall be recommended for appointment, up to the required number of positions to be filled.
- 6.6 Resolution of tie – recommended candidate
- In the event of a tie between two or more candidates who receive the same number of votes and cannot both or all be appointed to the position(s), the following procedure shall be followed with any modifications the Committee deems necessary:
- 6.6.1 A run-off vote between the tied candidates shall be conducted and tabulated electronically. The candidate(s) that receive(s) the most votes in the run-off shall be recommended for appointment.
- 6.6.2 In the event of a tie between the same two or more candidates in a run-off vote, the tie will be resolved by lot as follows and the candidate chosen by lot shall be declared eligible for recommendation:
- a) The Clerk shall, in full view of the Committee, write the name of each tied candidate on a similar size paper, fold the papers with each candidate's name in two (2) equal parts and deposit these papers, in full view of all persons present, in an open-end box.
 - b) The Clerk shall ensure that the contents have been displaced sufficiently, and proceed to draw name(s) for the purpose of determining the candidate(s) who shall be recommended for appointment.
- 6.7 If it becomes apparent by reason of an equality of votes that no candidate can obtain sufficient votes to be recommended for appointment by the Committee, the Committee may repeat the selection process detailed in this policy with any necessary modifications in order to make a recommendation for appointment.
- 6.8 If it becomes impractical to tabulate the votes electronically, the selection process may be conducted and recorded manually in accordance with this Policy. The manual process shall follow the procedures outlined in sections 6.4 to 6.8 of this Policy, to the extent possible.
- 6.9 Once the number of candidates recommended for appointment equals the number of vacancies to be filled, the Chair shall immediately call for a motion to recommend the selected candidates for appointment.
- 6.10 The Clerk shall record the result and shall record how each Committee member voted in the selection process, and shall form a part of the public record.

Bill No. 393
2023

By-law No. L.-131()-____

A by-law to amend By-law No. L.-131-16,
entitled “a By-law to provide for the Licensing
and Regulation of Various Businesses”.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council on December 12, 2017, passed By-law No. L.-131-16 “A by-law to provide for the licensing and regulation of various business;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Schedule ‘19’ – Unsolicited Motor Vehicle Towing and Storage of By-law No. L.-131-16 be DELETED in its entirety.
2. Schedule ‘19A’ – Maximum Towing and Storing Rates of By-law No. L.-131-16 be DELETED in its entirety.
3. Schedule ‘19B’ – Storage Location Operating Hours of By-law No. L.-131-16 be DELETED in its entirety.
4. Schedule ‘20’ – Tow Truck Business & Impound Yard Storage Business of By-law No. L.-131-16 be DELETED in its entirety.

This by-law shall come into force and effect on January 1, 2024 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 394
2023

By-law No. PS-114-23__

A by-law to amend By-law PS-114 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

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 5(3) of the *Municipal Act, 2001*, as amended, 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. Traffic And Parking By-law Definitions

Traffic and Parking By-law Definitions is hereby amended by **deleting** the definition of reserved parking space and **replaced** with the following:

“**reserved parking space**” means any reserved space for parking in a metered off-street Municipal parking lot designated in section 56, identified by a sign displaying Restricted Parking – Monthly Permit Holders Only;

2. Part 2 of By-law PS-114 be amended by **deleting** section 58 (1) in its entirety and **replacing** it with the following:

Lawful Use of Space

58. (1) Upon completion of the work mentioned in section 57 and the installation of the meters, no person shall park a motor vehicle on any Municipal Parking Lot except in a parking space, and upon parking the said motor vehicle the operator thereof shall pay a fee therefor forthwith by depositing payment into the parking meter controlling the parking space occupied, or by making a payment through a City approved mobile payment application, or by making payment for a monthly parking permit through a City approved method of payment, for the vehicle occupying such space as identified by the vehicle’s license plate.

3. Part 2 of By-law PS-114 be amended by **deleting** section 60 in its entirety and **replacing** it with the following:

Monthly Parking Permits

60. (1) The Deputy City Manager or person designated by the Deputy City Manager is hereby authorized and directed to provide monthly parking permits, for each metered off-street Municipal parking lot mentioned in section 56. The user of the permit agrees to the following conditions of using the permit, and the permit may be revoked if the conditions are not met:

(a) that the permit is issued on a per month basis for one specific lot at a rate set by the Deputy City Manager or a person designated by the Deputy City Manager with no obligation on the City to renew the permit for a further month;

- (b) that, where the City provides a permit to display in the vehicle, the permit shall be displayed hanging from the inside rear-view mirror with the permit facing the front of the vehicle;
 - (c) that the permit is only valid for the specific lot identified at time of purchase of the permit and is not transferable to any other lot; and
 - (d) that the permit is only valid for the licence plated vehicle(s) identified by the purchaser at the time of purchase of the permit and all licence plate(s) must have ownership(s) registered to the same address and are not transferable.
- (2) If the user of a permit has a valid parking permit and is compliant with the conditions described in sub-section (1), the vehicle is permitted to park in the specified parking lot for which the permit was purchased.
 - (3) Where the City provides a permit to display in the vehicle, no person who uses the monthly parking permit shall park a vehicle on a municipal parking lot without displaying the parking permit issued for that specific parking lot as described in sub-section (1)(a) and (1)(b) of this section herein.
 - (4) No person shall park or permit to be parked a vehicle in a reserved parking space unless there is a monthly parking permit corresponding to the vehicle's license plate for the specific spot.

4. Rate of Speed

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **deleting** the following rows:

1-Street	2-From	3-To	4-Maximum Rate of Speed
Deadman's Road	Westdel Bourne	Homewood Lane	60 km/h
Homewood Lane	North end of Street	Longwoods Road	60 km/h
Kilbourne Road	Longwoods Road	Colonel Talbot Road	60 km/h
Pack Road	Homewood Lane	Bostwick Road	60 km/h
Sunningdale Road E	A point 200 m east of Highbury Avenue N	East end of street	80 km/h
Sunningdale Road E	A point 200 m east of Highbury Avenue N	East end of street	80 km/h

Schedule 24 (Rate of Speed) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Street	2-From	3-To	4-Maximum Rate of Speed
Sunningdale Road E	A point 200 m east of Highbury Avenue N	Clarke Road	80 km/h
Sunningdale Road E	Clarke Road	East limit of Sunningdale Road E	60 km/h

5. Area Speed Limits

Schedule 25 (Area Speed Limit) of the PS-114 By-law is hereby amended by **adding** the following rows:

1-Area Limit	2-Maximum Rate of Speed
Adelaide Street N – North City Limit – Highbury Road N – Sunningdale Road E	40 km/h
Commissioners Road W - Oxford Street W - Thames River- - Boler Road - Halls Mill Road	40 km/h
Richmond Street – North City Limit – Adelaide Street N – Sunningdale Road E	40 km/h
West City Limit – Gainsborough Road – Hyde Park Road – Canadian National Railway	40 km/h
West City Limit- Thames River-Oxford Street W	40 km/h
Westdel Bourne – Byron Baseline Road – Boler Road - Southdale Road W	40 km/h
Westdel Bourne - Southdale Road W - Colonel Talbot Road - Longwoods Road	40 km/h
Wonderland Road N – North City Limit – Richmond Street – Sunningdale Road W	40 km/h
Woodhull Road – Gideon Drive - Oxford Street W – Westdel Bourne – Elviage Drive	40 km/h
Woodhull Road – Oxford Street W - Gideon Drive	40 km/h

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 November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 395
2023

By-law No. S.- ____ - ____

A by-law to assume certain works and services
in the City of London. (Foxwood Subdivision
Phase 2, Plan 33M-752)

WHEREAS the Deputy City Manager, Environment and Infrastructure of
The Corporation of the City of London has reported that works and services have been
constructed to their satisfaction in Foxwood Subdivision Phase 2, Plan 33M-752;

AND WHEREAS it is deemed expedient to assume the said works and
services;

NOW THEREFORE the Municipal Council of The Corporation of the City
of London enacts as follows:

1. The Corporation of the City of London assumes the following works and
services, namely:

Foxwood Subdivision Phase 2, Plan 33M-752
Foxwood Developments

Tokala Trail - South limit of Plan to south limit of roundabout at Twilite Boulevard;
Henrica Avenue - All;
Frieda Way- All;
John Kenney Drive - All;
Jim Hebb Way - All;

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law will commence for a duration of one calendar year from
October 16, 2023.

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 November 7, 2023 subject to the provisions
of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 396
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 Clarke Road, north of Wavell Street)

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 Clarke Road, north of Wavell Street, namely:

“Part of Lot 4, Concession C (Geographic Township of London) in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-21526.”

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*.

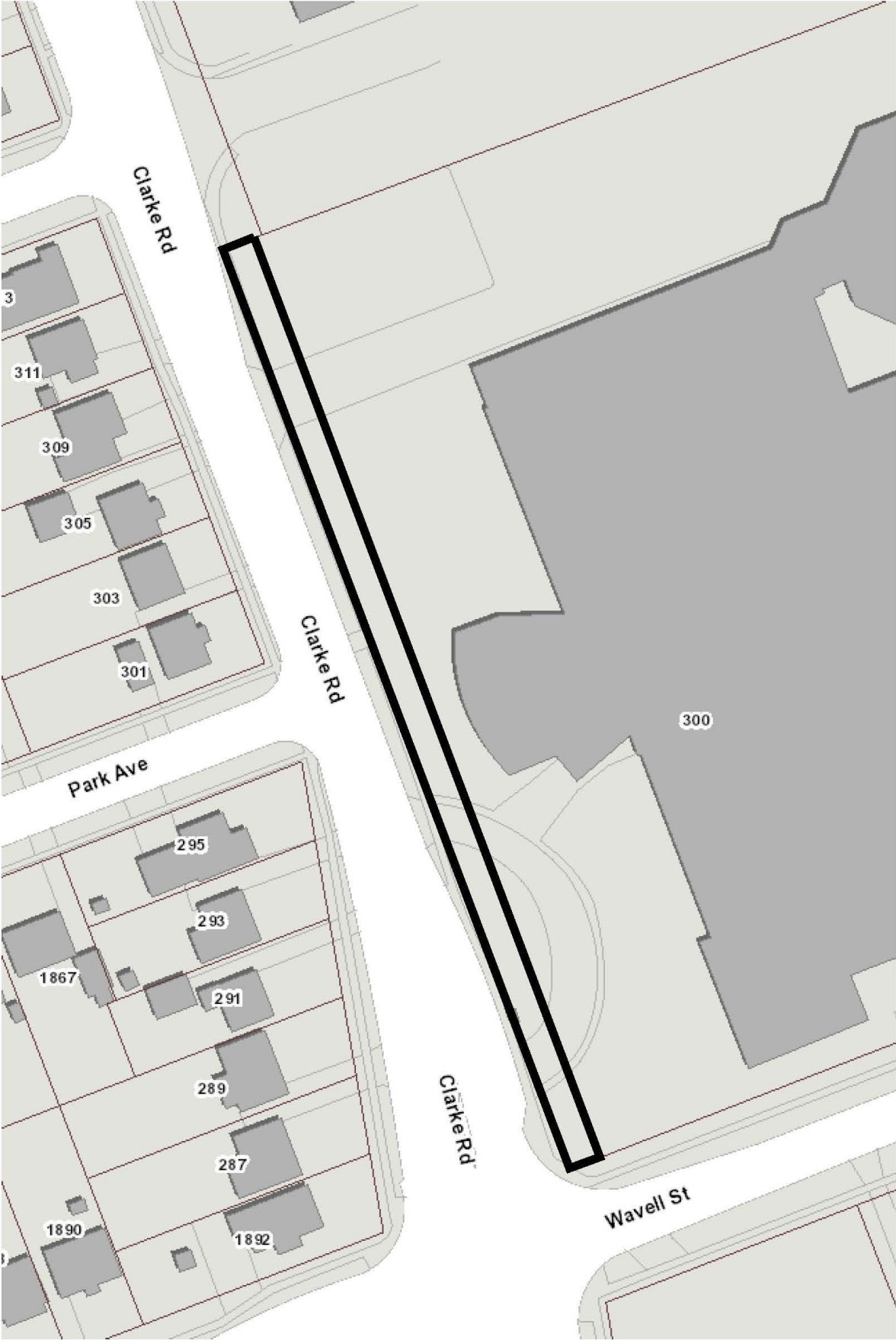
PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

LOCATION MAP



SUBJECT LANDS

Bill No. 397
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 Commissioners Road West, east of Westmount Crescent)

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 Commissioners Road West, east of Westmount Crescent, namely:

“Part of Lot 9, Registered Plan 619 in the City of London and County of Middlesex designated as Part 1 on Reference Plan 33R-21666.”

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*.

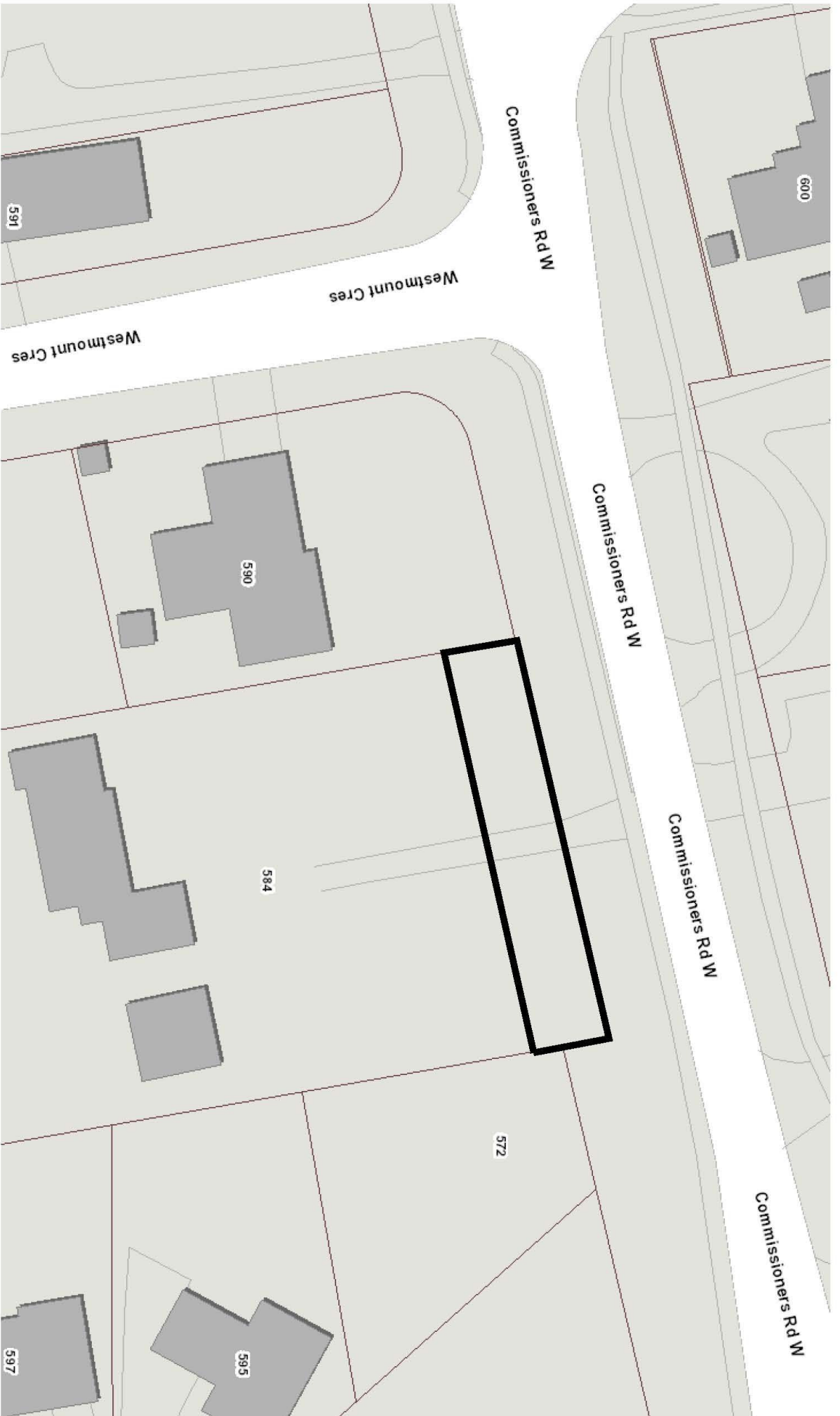
PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

LOCATION MAP



Bill No. 398
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 Hamilton Road, west of Adelaide Street 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 Hamilton Road, west of Adelaide Street North, namely:

“Part of Lot 28, South of Hamilton Road, Northeast of Grey Street on Registered Plan No. 178(E) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21427.”

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 November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023



LOCATION MAP

Bill No. 399
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 Oxford Street West, west of Foster 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 Oxford Street West, west of Foster Avenue, namely:

“Part of Lot 5, South of Oxford Street in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21046.”

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*.

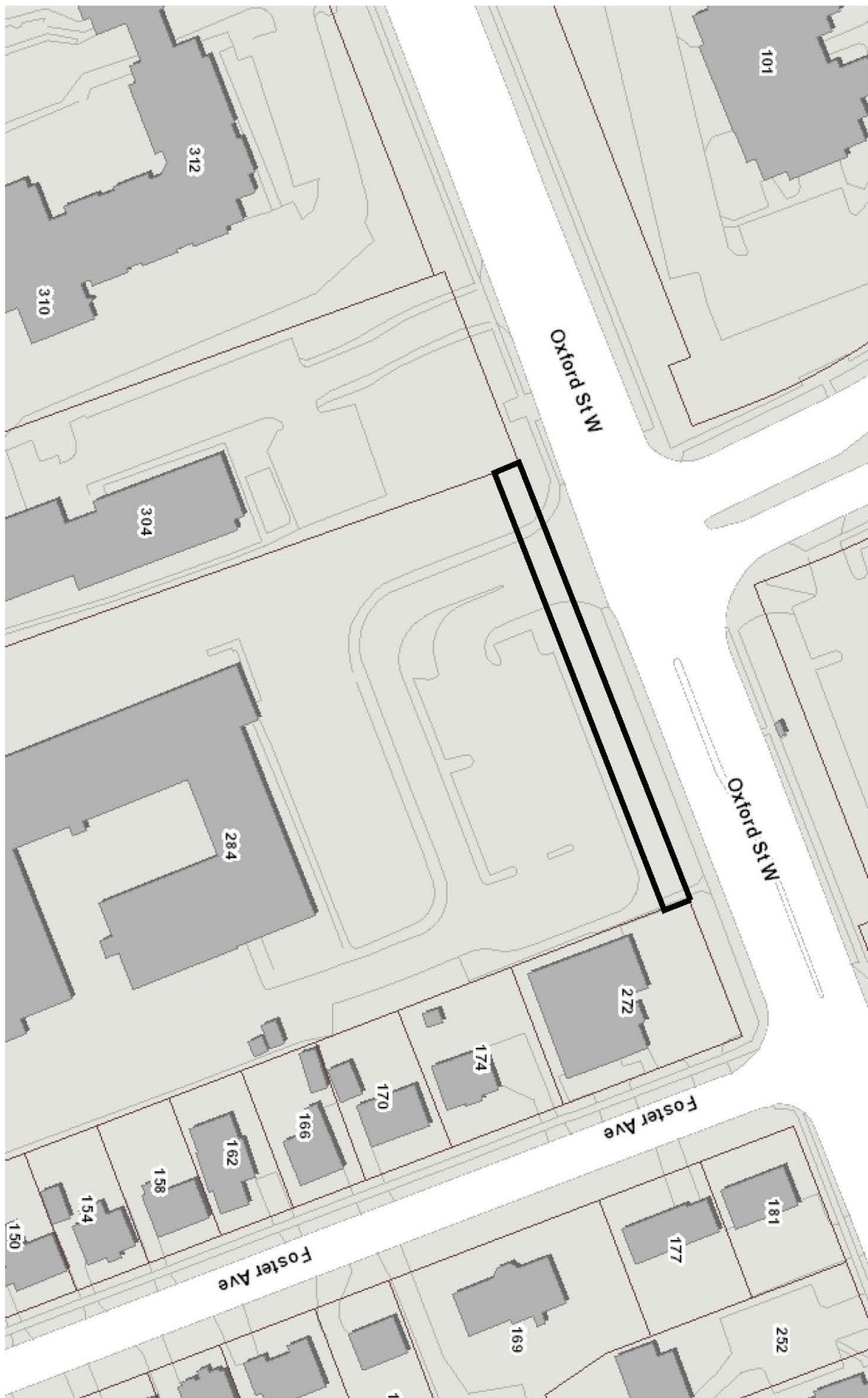
PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

LOCATION MAP



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SUBJECT LANDS

Bill No. 400
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 White Oak Road, south of Bradley 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 White Oak Road, south of Bradley Avenue, namely:

“Part of Lot 30, Concession 2 (Geographic Township of Westminster) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21561”

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*.

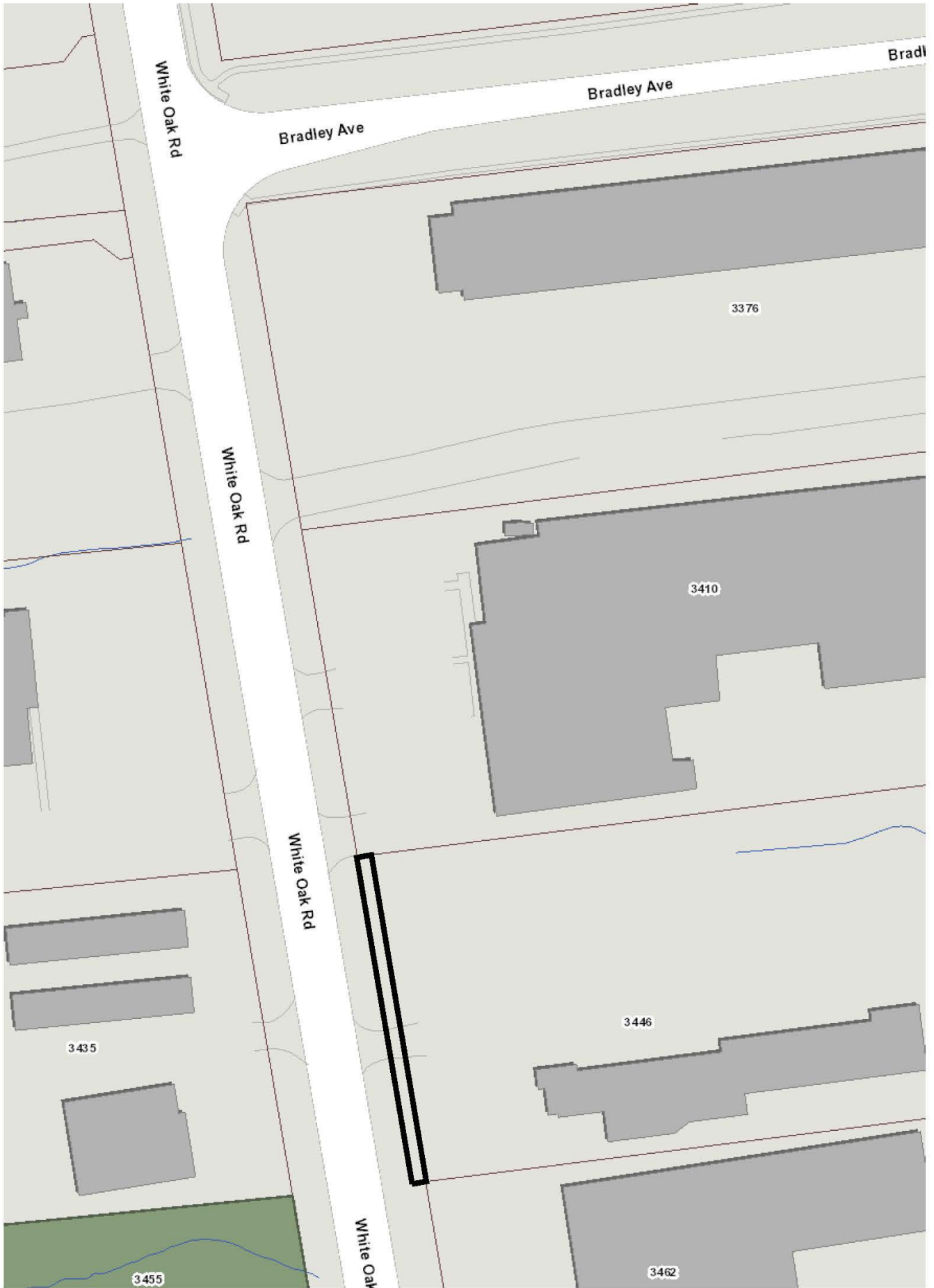
PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 401
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 Beaverbrook Avenue; and as widening to Horizon Drive at Beaverbrook 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 Wonderland Road North, south of Beaverbrook Avenue, namely:

“Part of Lots 16 and 21, Registered Plan 216 (C) (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21219.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Horizon Drive at Beaverbrook Avenue:

“Part of Lot 21, Registered Plan 216 (C) (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-21219.”

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*.

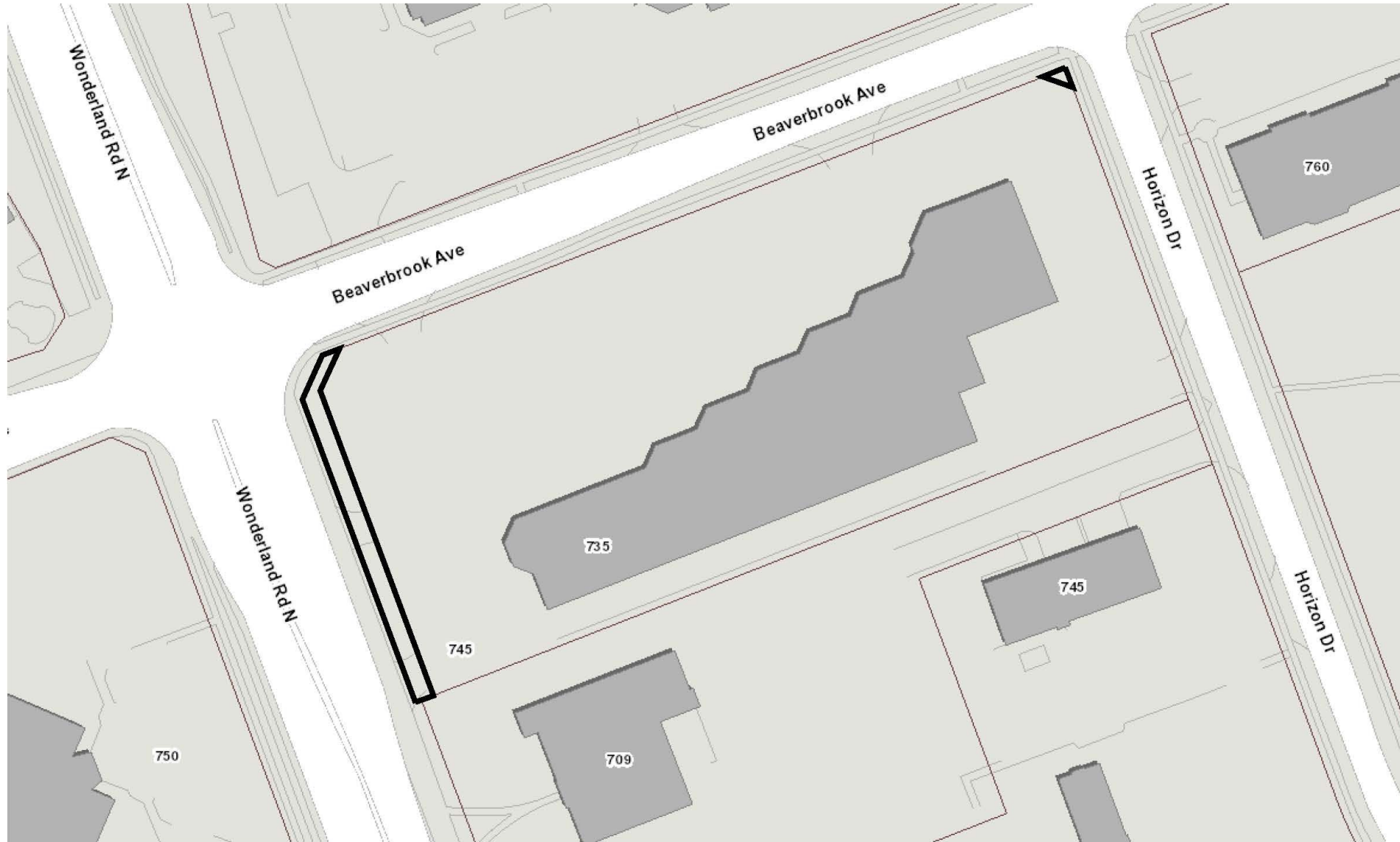
PASSED in Open Council on November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 402
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 South, north of Viscount 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 and assumed as public highway as widening to Wonderland Road South, north of Viscount Road, namely:

“Part of Block F, Registered Plan 979 in the City of London and County of Middlesex, designated as Parts 4, 8, 12, 16 & 17 on Reference Plan 33R-21530.”

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 November 7, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading - November 7, 2023
Second Reading - November 7, 2023
Third Reading - November 7, 2023

LOCATION MAP



— SUBJECT LANDS

Bill No. 403
2023

By-law No. W.-_____ - ____

A by-law to authorize the Budweiser Gardens
Expansion Phase 1 (Project EP1695)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The “Budweiser Gardens Expansion Phase 1 (Project EP1695)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$9,000,000.00
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 November 7, 2023 subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

Bill No. 404
2023

By-law No. Z.-1-23_____

A by-law to amend By-law No. Z.-1 to rezone
lands located at 1958 Duluth Crescent

WHEREAS upon approval of Official Plan Amendment Number ____ this rezoning will conform 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 1958 Duluth Crescent as shown on the attached map comprising part of Key Map No. A109, **FROM** a Neighbourhood Facility (NF1) Zone **TO** a Holding Residential R1 (h*h-100*R1-2) Zone; a Holding Residential Special Provision R4 (h*h-100*R4-5(_)) Zone; a Holding Residential Special Provision R5 (h*h-100*R5-6(_)) Zone; a Holding Residential Special Provision R6 (h*h-100*R6-5(_)) Zone; a Holding Residential Special Provision R5 (h*h-100*R5-6(_)) Zone; a Holding Residential Special Provision R6 (h*h-100*R6-5(_)) Zone; a Holding Residential Special Provision R6 (h*h-100*R6-5(_)) Zone; and a Special Provision Open Space OS1 (OS1(3)) Zone.

2. Section Number 8.4 of the Residential R4 Zone is amended by adding the following Special Provisions:

R4-5(*) 1958 Duluth Crescent (Street Townhouse Blocks)

a. Regulations

- i) Lot Coverage (%) Maximum: 45
- ii) Lot Frontage (m) Minimum: 6.7 per unit

3. Section Number 9.4 of the Residential R5 Zone is amended by adding the following Special Provisions:

R5-6(*) 1958 Duluth Crescent (Southwest Apartment Block)

a. Regulations

- i) Front Yard Depth (m) Minimum: 3.0
- ii) Front Yard Depth (m) Maximum: 6.0
- iii) Interior Side Yard Depth (m) Minimum: 4.5 metres minimum when the wall of a unit contains windows to habitable rooms.
- iv) Height (m) Maximum: 15
- v) Density Units Per Hectare (Maximum): 200
- vi) Landscaped Open Space Buffer (m) Minimum: 3.0m required for rear and interior side yard adjacent to all R1 and R2 zones which may not be used for any other purpose other than landscaped open space.

4. Section Number 9.4 of the Residential R5 Zone is amended by adding the following Special Provisions:

R5-6(**) 1958 Duluth Crescent (Northeast Apartment / Townhouse Block)

a. Regulations

- i) Lot Frontage (m) Minimum: 12
- ii) Interior Side Yard Depth (m) Minimum: 3.0 metres minimum when the wall of a unit contains windows to habitable rooms adjacent to an OS1 zone.
- iii) Interior Side Yard Depth (m) Maximum: 6.0 metres adjacent to an OS1 zone.

- iv) Density Units Per Hectare (Maximum): 75
- v) Landscaped Open Space Buffer (m) Minimum: 3.0m required for rear and interior side yard adjacent to all R1 and R2 zones which may not be used for any other purpose other than landscaped open space.

5. Section Number 10.4 of the Residential R6 Zone is amended by adding the following Special Provisions:

R6-5(*) 1958 Duluth Crescent (Southwest Apartment Block)

a. Regulations

- i) Permitted Uses: All uses within the R6-5 zone variation with the exception of single-detached dwellings.
- ii) Front Yard Depth (m) Minimum: 3.0
- iii) Front Yard Depth (m) Maximum: 6.0
- iv) Interior Side Yard Depth (m) Minimum: 4.5 metres minimum when the wall of a unit contains windows to habitable rooms.
- v) Height (m) Maximum: 15
- vi) Density Units Per Hectare (Maximum): 200
- vii) Landscaped Open Space Buffer (m) Minimum: 3.0m required for rear and interior side yard adjacent to all R1 and R2 zones which may not be used for any other purpose other than landscaped open space.

6. Section Number 10.4 of the Residential R6 Zone is amended by adding the following Special Provisions:

R6-5(**) 1958 Duluth Crescent (Northeast Apartment / Townhouse Block)

a. Permitted Uses

- i) All uses within the R6-5 zone variation with the exception of single-detached dwellings.

b. Regulations

- i) Lot Frontage (m) Minimum: 12
- ii) Interior Side Yard Depth (m) Minimum: 3.0 metres minimum when the wall of a unit contains windows to habitable rooms adjacent to an OS1 zone.
- iii) Interior Side Yard Depth (m) Maximum: 6.0 metres adjacent to an OS1 zone.
- iv) Density Units Per Hectare (Maximum): 75
- v) Landscaped Open Space Buffer (m) Minimum: 3.0m required for rear and interior side yards adjacent to all R1 and R2 zones which may not be used for any other purpose other than landscaped open space.

7. Section Number 10.4 of the Residential R6 Zone is amended by adding the following Special Provisions:

R6-5(***) 1958 Duluth Crescent (Mixed-Use Block)

a. Permitted Uses

- i) All uses within the R6-5 zone variation with the exception of single-detached dwelling;
- ii) Assembly hall;
- iii) Community centre;
- iv) Library;

- v) Day care centre;
- vi) Personal service establishment;
- vii) Restaurant, excluding a drive through facility; and
- viii) Retail store.

b. Regulations

- i) Front Yard Depth (m) Minimum: 3.0
- ii) Front Yard Depth (m) Maximum: 6.0
- iii) Interior Side Yard Depth (m) Minimum: 2.5 metres minimum when the wall of a unit contains windows to habitable rooms adjacent to an OS1 zone.
- iv) Interior Side Yard Depth (m) Maximum: 6.0 metres adjacent to an OS1 zone.
- v) Height (m) Maximum: 15
- vi) Density Units Per Hectare (Maximum): 150
- vii) Parking (Minimum): 1/100m² non residential uses
- viii) Landscaped Open Space Buffer (m) Minimum: 3.0m required for rear and interior side yards adjacent to all R1 and R2 zones which may not be used for any other purpose other than landscaped open space.
- ix) Non-residential uses are restricted to the ground floor of mixed-use residential buildings.

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.

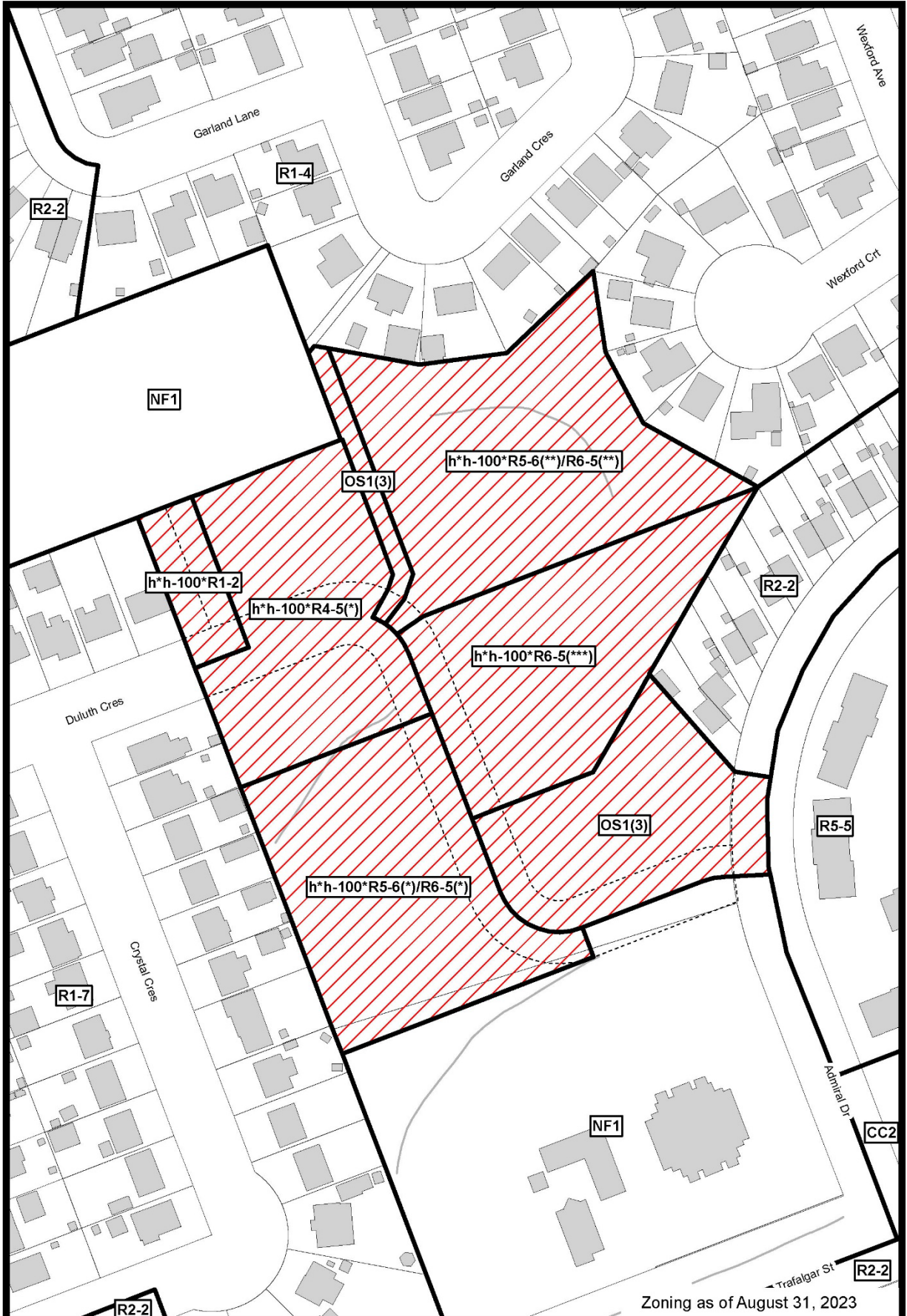
PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

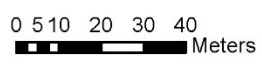
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



File Number: 39T-23504 / OZ-9638
 Planner: MC
 Date Prepared: 2023/09/26
 Technician: RC
 By-Law No: Z-1-

SUBJECT SITE 

1:1,500



Geodatabase

Bill No. 405
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 3317 White Oak
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 3317 White Oak Road, as shown on the attached map
comprising part of Key Map No. A.111, **FROM** an Urban Reserve (UR4) Zone **TO** a
Holding Light Industrial (h-18*h-()*h-212*h-()*LI6/LI7/LI10) Zone.

2. Section Number 3.8 2) of the Holding "h" Zone is amended by adding the
following Holding Provisions:

h-() 3317 White Oak Road

Purpose: To ensure development on these lands at 3317 White Oak Road
stays within the allotted population (404p) and peak flow amount (4.54L/s),
to mitigate against known basement flooding issues downstream of the
site along Jalna Blvd. The h-() shall not be removed until sanitary reports
have been prepared and confirmation the sanitary system is implemented
to the satisfaction of the City Engineer.

h-() 3317 White Oak Road

Purpose: To ensure that the proposed development does not negatively
impact nearby sensitive uses, a noise study shall be undertaken, and any
identified mitigative measures be incorporated into the development. The
h-() shall not be removed until such time as a development agreement is
entered into which incorporates the recommended mitigative measures
from an approved noise study.

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.

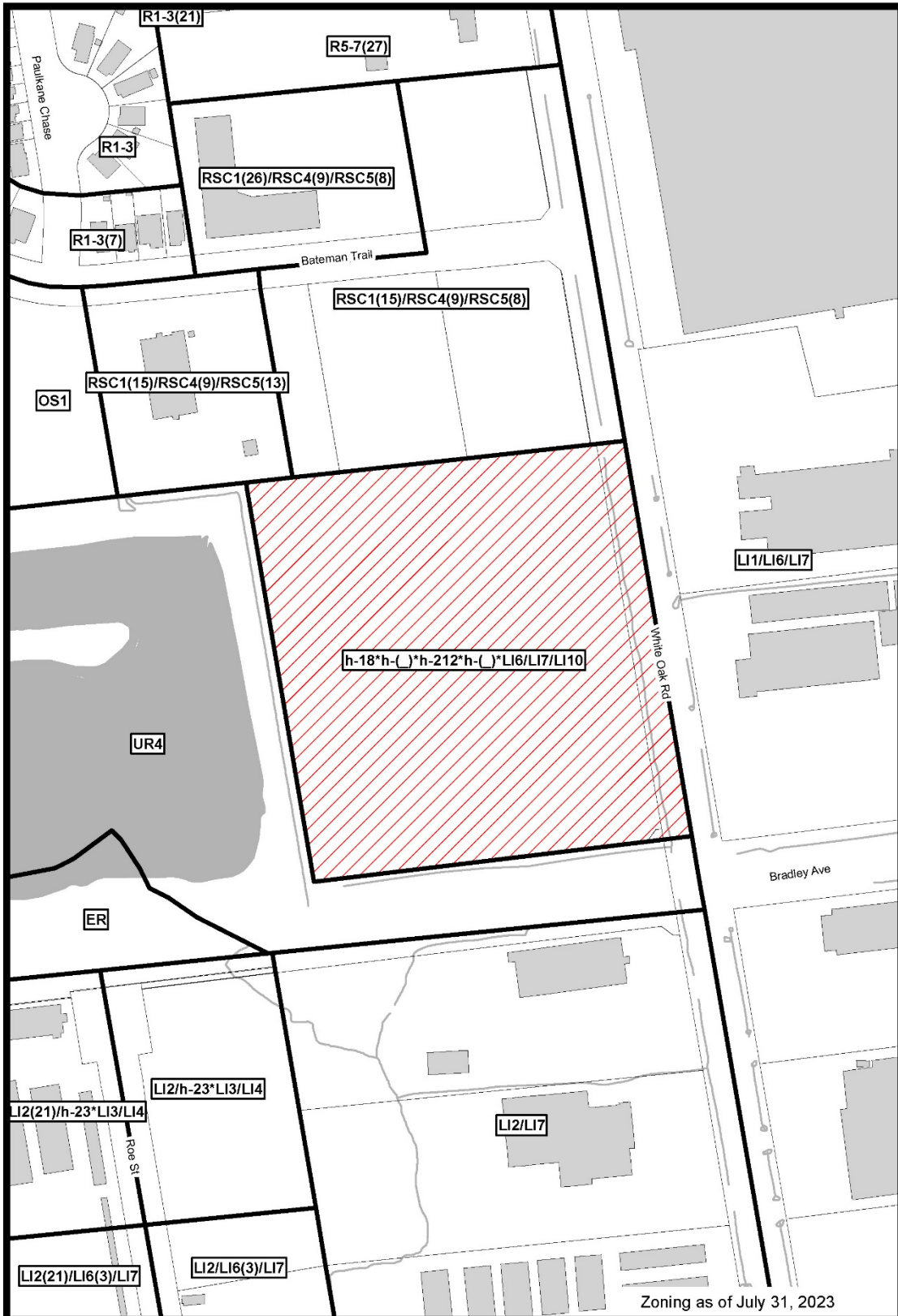
PASSED in Open Council on November 7, 2023, subject to the provisions
of PART VI.1 of the *Municipal Act, 2001*.


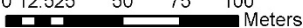

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9645 Planner: BH Date Prepared: 2023/09/18 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters </p> <p></p>
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Geodatabase

Bill No. 406
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 764, 772 and 774
Crumlin Sideroad

WHEREAS New London Group Ltd. has applied to rezone an area of land located at 764, 772 & 774 Crumlin Sideroad, as shown on the map attached to this by-law, as set out below;

AND 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 764, 772 and 774 Crumlin Sideroad, as shown on the attached map comprising part of Key Map No. A109, from a Residential R1 (R1-17) Zone, Agricultural (AG1) Zone and Open Space (OS4) Zone TO a holding Residential Special Provision R1 (h-183*R1-14() Zone, Agricultural (AG1) Zone and Open Space (OS4) Zone.

2. Section Number 5.2 of the Residential (R1) Zone is amended by adding the following Special Provisions:

R1-14() 764, 772 & 774 Crumlin Sideroad

a. Regulations

i) Lot Area (Minimum): 0.4 hectares

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.

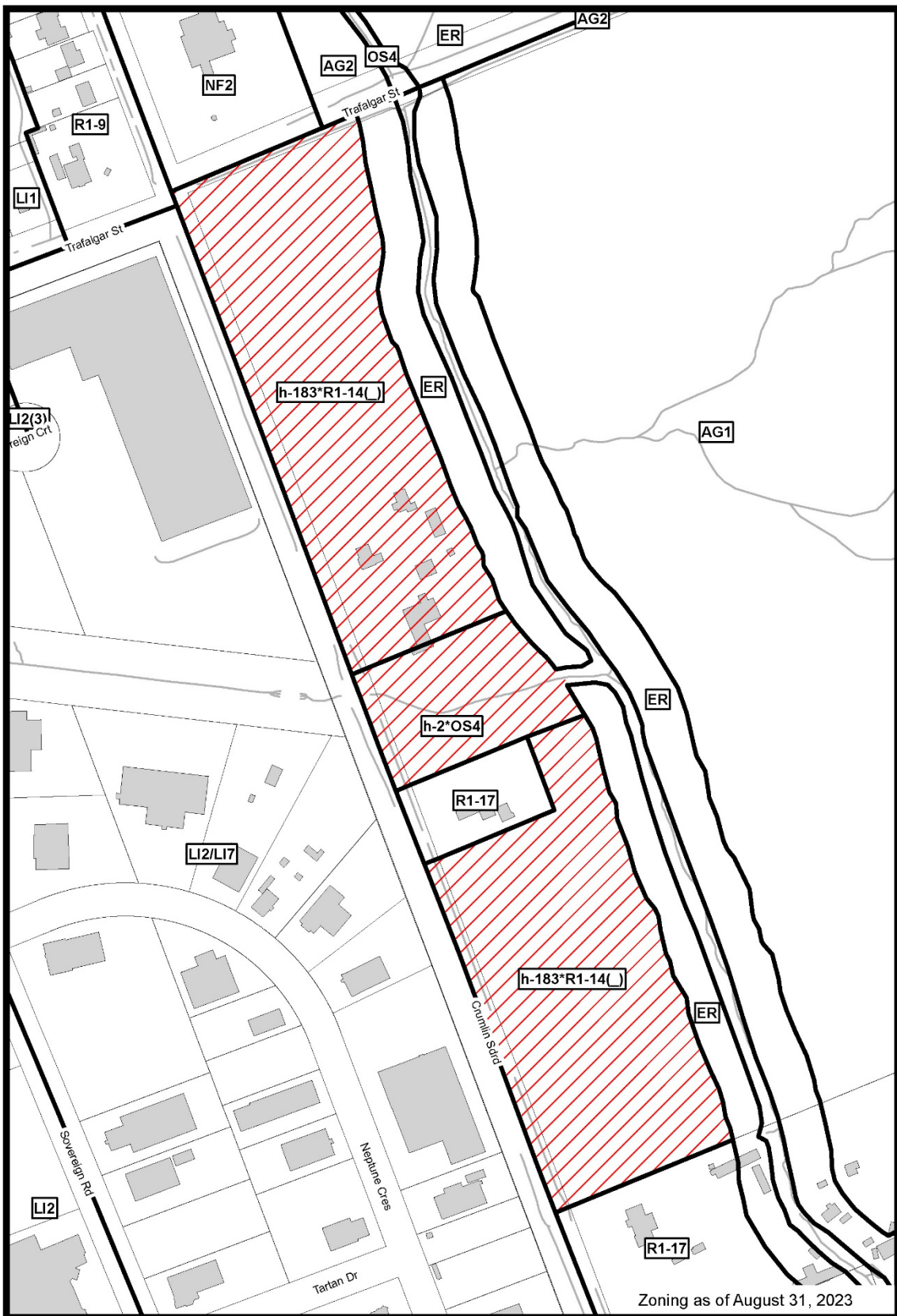
PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: OZ-9642
 Planner: BH
 Date Prepared: 2023/10/10
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters



Geodatabase

Bill No. 407
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 1901 Jalna
Boulevard

WHEREAS Kindred Works has applied to rezone an area of land located
at 1901 Jalna Boulevard, as shown on the map attached to this by-law, as set out
below;

AND 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 1901 Jalna Boulevard, as shown on the attached map
comprising part of Key Map No. A111, from a Neighborhood Facility (NF) Zone to a
Residential R8 Special Provision (R8-4(_)) Zone.

2. Section Number 12.4 of the Residential (R8-4) Zone is amended by
adding the following Special Provisions:

R8-4() 1901 Jalna Boulevard

a. Additional Permitted Uses

- i) Standard townhouses
- ii) Community centre accessory to the apartment building with a
maximum gross floor area of 300 square metres.

b. Regulations:

- i) For the purposes of Zoning, Jalna Boulevard to the west is to be
considered the front lot line.
- ii) Front Yard Depth 6.0 metres (19.7 feet)
(Minimum)
- iii) North Exterior Side Yard Depth 2.0 metres (6.6 feet)
(Minimum)
- iv) South Exterior Side Yard Depth 2.0 metres (19.7 feet)
(Minimum)
- v) Density 132 units per hectare
(Maximum)
- vi) Apartment Building Height 22.0 metres (6-storeys)
(Maximum)
- vii) Encroachment - Balconies 1.5 metre projection into
on Apartment Building the north exterior side yard
- viii) Driveway Width 4.6 metres
(Maximum)
- ix) Notwithstanding Section 4.19.4) b) parking may be permitted in
the south exterior yard along Jalna Boulevard

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 November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.


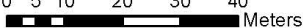

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z-1)



<p>File Number: Z-9633 Planner: MH Date Prepared: 2023/8/9 Technician: JI By-Law No: Z-1-</p>	<p>SUBJECT SITE </p> <p>1:1,000</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 408
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 610-620
Beaverbrook Avenue

WHEREAS Old Oak Properties has applied to rezone an area of land located at 610-620 Beaverbrook Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number _____ this rezoning will conform 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 610-620 Beaverbrook Avenue, as shown on the attached map comprising part of Key Map No. A106, **FROM** an Urban Reserve (UR1) Zone and a Holding Residential R5 (h*R5-7) Zone **TO** a Residential R8 Special Provision (R8-4(_)) Zone.

2. Section Number 12.4 of the Residential R8 Zone is amended by adding the following Special Provisions:

R8-4() 610-620 Beaverbrook Avenue

a. Regulations

i) Front Yard Depth (minimum): 4.5 metres

ii) Rear Yard Depth (minimum): 5.0 metres

iii) North Interior Side Yard Depth (minimum): 10.0 metres

iv) Height (maximum): 17 metres

v) Landscaped Open Space (minimum): 24%

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.

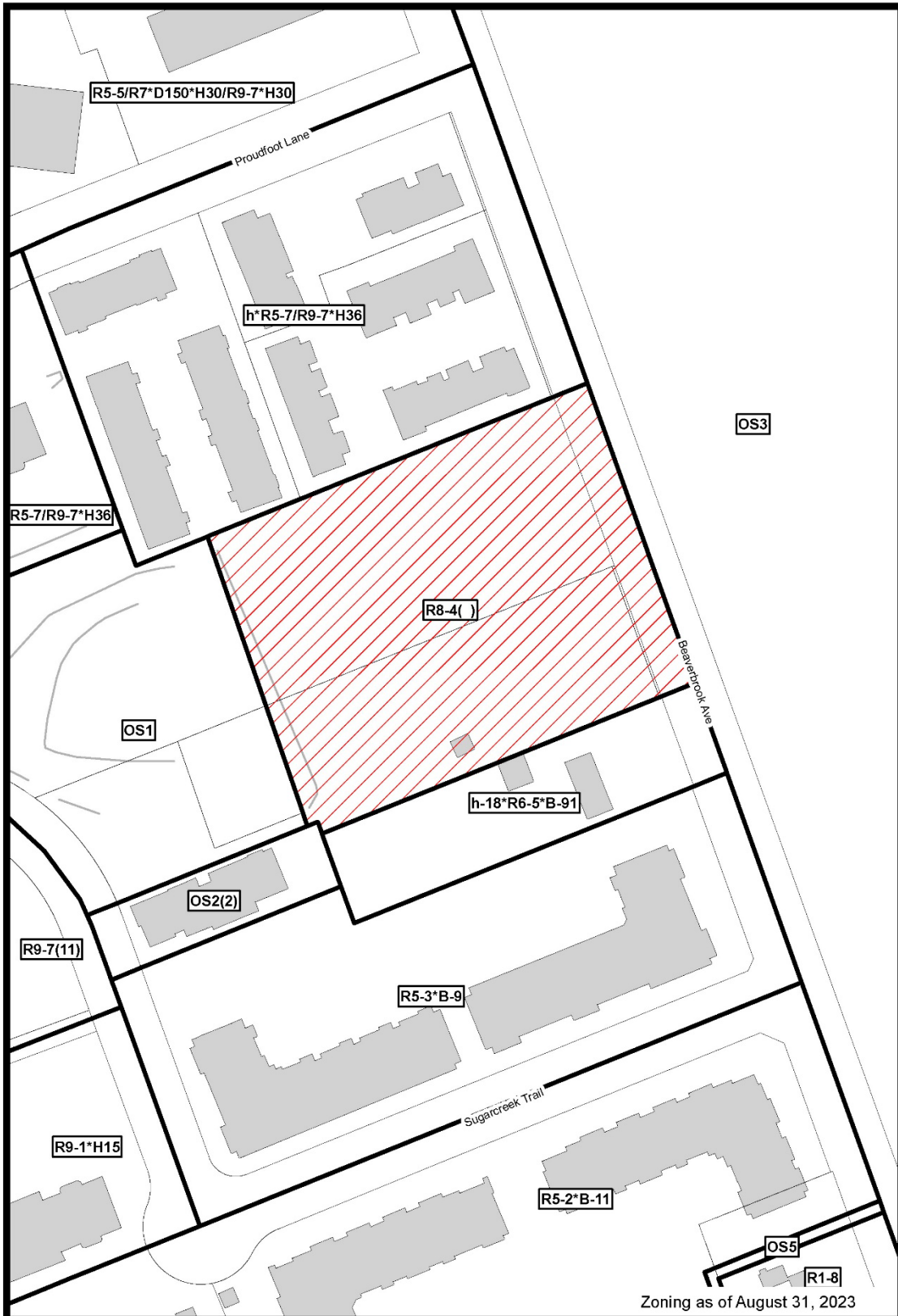
PASSED in Open Council on June 27, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.


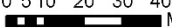

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: OZ-9517 Planner: AR Date Prepared: 2023/10/06 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 409
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 135 Villagewalk
Boulevard

WHEREAS 2560334 Ontario Limited has applied to rezone an area of
land located at 135 Villagewalk Boulevard, 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 135 Villagewalk Boulevard, as shown on the attached
map comprising part of Key Map No. A102, **FROM** a Holding Business District
Commercial Special Provision (h-5*h-99*BDC(25)) Zone **TO** a Business District
Commercial Special Provision (BDC(25)) Zone.

2. Section Number 25.4 of the BDC Zone is amended by amending the
following Special Provisions:

BDC(25) 135 Villagewalk Boulevard

a. Permitted Uses:

- i) All uses permitted in the BDC1 and BDC2 zones
- ii) Commercial schools
- iii) Convenience service establishments
- iv) Patient testing center laboratories
- v) Private schools
- vi) Stacked Townhouses
- vii) Supermarkets
- viii) A maximum of two (2) Drive-through facilities are permitted
- ix) Any or all of the permitted uses are permitted on the first floor of
Apartment Buildings, including dwelling units
- x) Offices and Personal Service Establishments permitted on the
first floor of Stacked Townhouses

b. Regulations:

- i) Lot Frontage (Minimum): 8.0 metres
- ii) Exterior Side, Interior Side, Rear Yard & Front Yard Depth
(Minimum): 0.0 metres
- iii) Density (Maximum): 125 units per hectare
- iv) Building Height ((Maximum) – Notwithstanding section 4.9 of the
Zoning By-law Z-1, rooftop amenity areas and any access areas
shall also be included within the height exemption
 - Apartment Buildings: The lesser of 10 storeys or 40.0 metres
 - All Other Buildings: 16.0 metres
- v) Setback for Residential Uses from the centreline of the Imperial
Oil Pipeline Easement (Minimum): 20.0 metres

- vi) Gross Floor Area (m²) (Maximum)
 - All Retail Uses: 16,000m²
 - All Office Uses: 10,000m²
 - Individual Office Uses: 5,000m²

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.

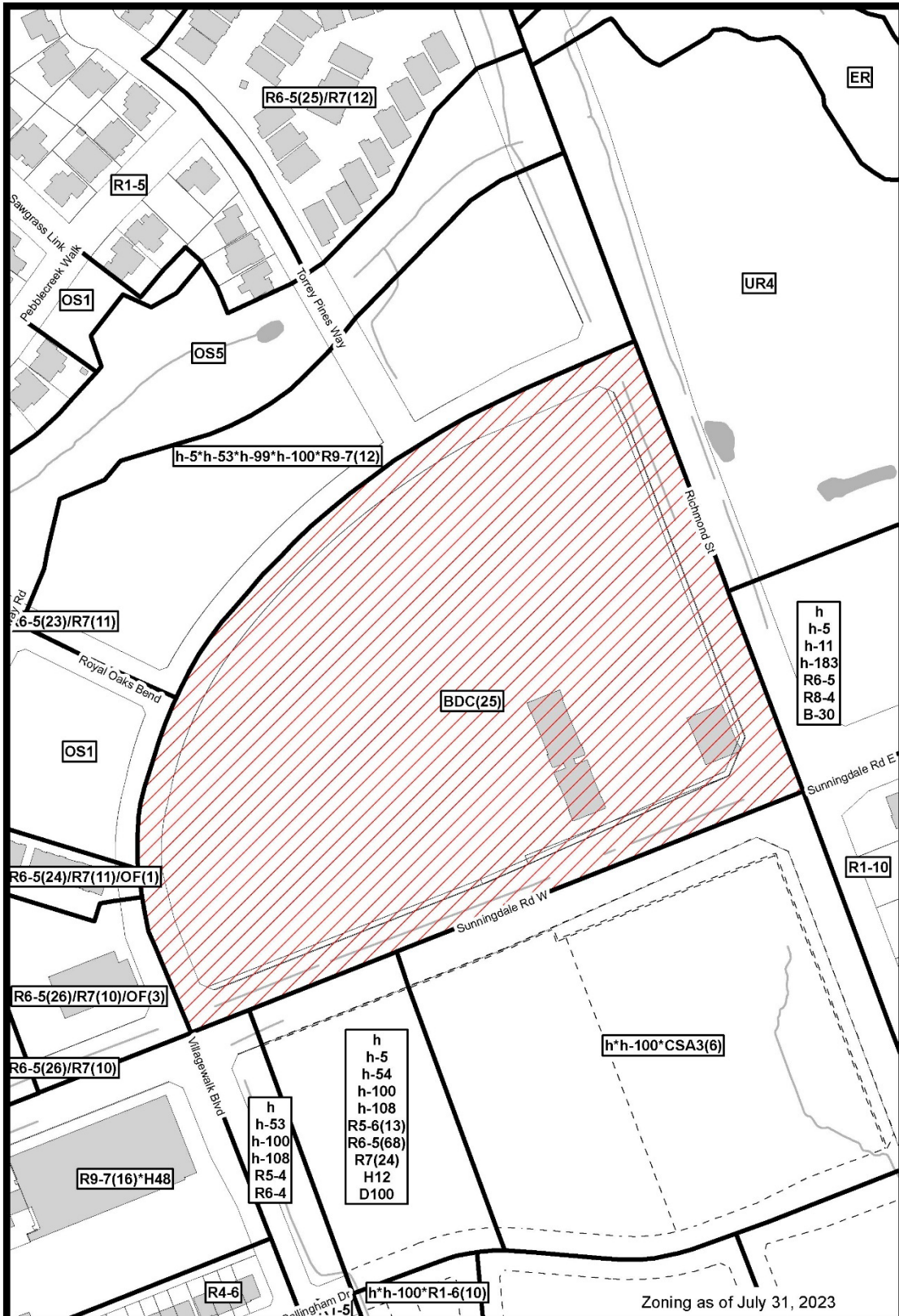
PASSED in Open Council on November 7, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.


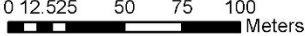

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9644 Planner: NO Date Prepared: 2023/09/12 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters </p> <p></p>
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Geodatabase

Bill No. 410
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 1407-1427 Hyde
Park 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 1407-1427 Hyde Park Road, as shown on the attached
map comprising part of Key Map No. A101, **FROM** Holding Business District
Commercial Special Provision (h*BDC2(4)) Zone and a Business District Commercial
Special Provision (BDC2(3)) Zone, **TO** a Business District Commercial Special
Provision (BDC2(_)) Zone.

2. Section Number 25.4 of the Business District Commercial (BDC2) Zone is
amended by adding the following Special Provisions:

BDC2() 1407-1427 Hyde Park Road

a. Additional Permitted Uses

i) Stacked townhouse dwellings

b. Regulations

i) Hyde Park Road shall be deemed to be the front lot line

ii) Front Yard Depth for Commercial and Mixed-Use Buildings
(Maximum) – 3.0 metres (9.8 feet)

iii) Interior Side Yard Depth for Stacked Townhouse Dwellings
(Minimum) – 2.5 metres (8.2 feet) to the main building and 1.25
metres (4.1 feet) to unenclosed first storey decks

iv) Building Height (Minimum) – 8.0 metres (26.2 feet)

v) Building Height (Maximum) – 15.0 metres (47.6 feet)

vi) Density (Maximum) – 70 units per hectare

vii) A maximum of four (4) parking spaces shall be permitted within
the exterior side yard along South Carriage Road

viii) No parking shall be permitted within the required front yard along
Hyde Park Road

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.

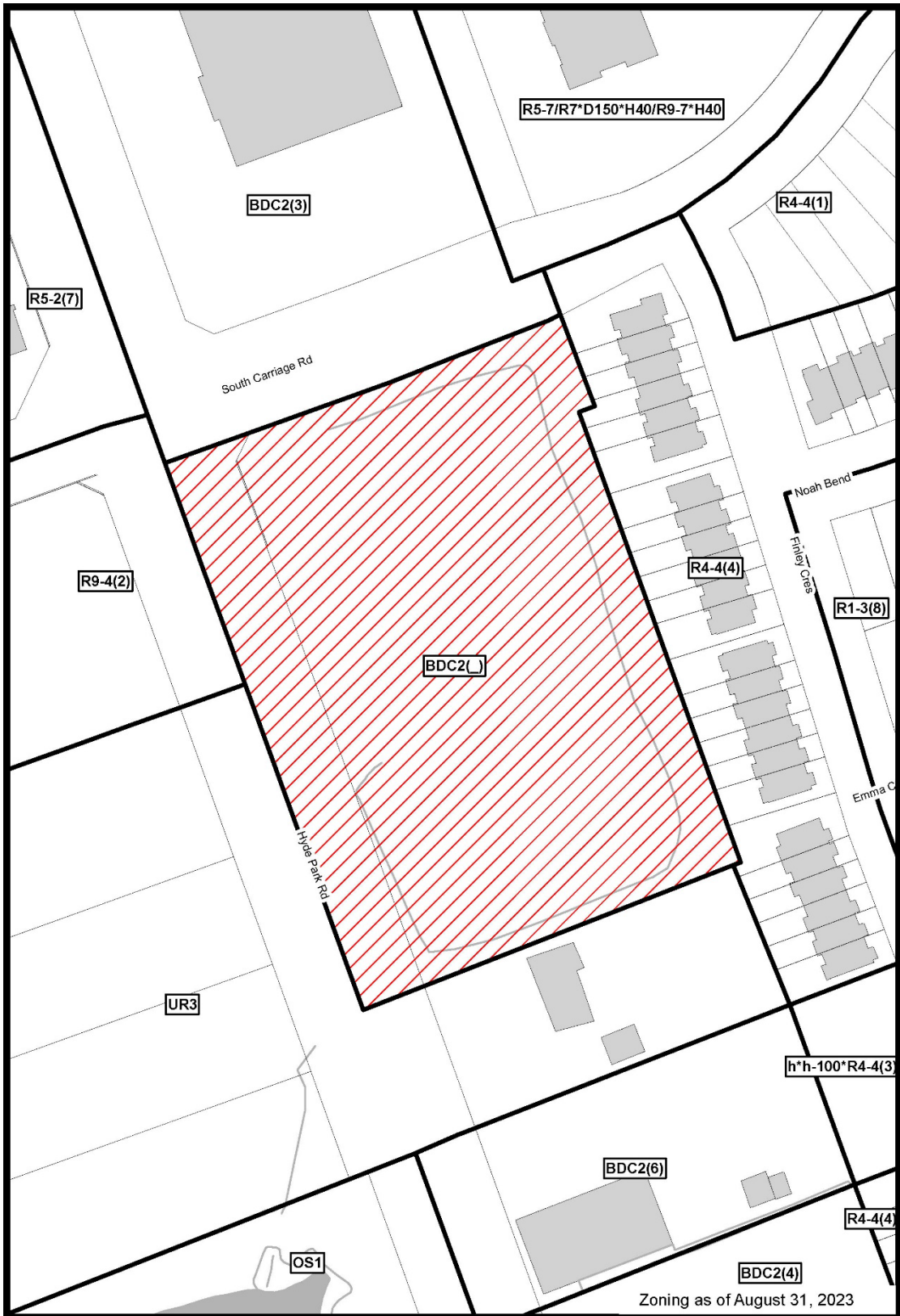
PASSED in Open Council on November 7, 2023 subject to the provisions
of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan
Mayor


Michael Schulthess
City Clerk

First Reading – November 7, 2023
Second Reading – November 7, 2023
Third Reading – November 7, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: OZ-9438
 Planner: CM
 Date Prepared: 2023/09/27
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40 Meters



Geodatabase