Council

Minutes

The 10th Meeting of City Council
April 23, 2019, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier

Also Present: M. Hayward, A. Barbon, B. Card, B. Coxhead, S. Datars Bere, J. Fleming, M. Geudens, S. King, L. Livingstone, S. Mathers, J.P. McGonigle, P. McKague, D. O'Brien, K. Pawelec, C. Saunders, M. Schulthess, C. Smith, S. Stafford, J. Stanford, J. Taylor, B. Warner, B. Westlake-Power, R. Wilcox and P. Yeoman.

The meeting is called to order at 4:04 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that the following pecuniary interests are disclosed:

a) Councillor S. Turner discloses a pecuniary interest in clause 3.1 of the 12th Report of the Strategic Priorities and Policy Committee with specific reference to Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

b) Councillor P. Van Meerbergen discloses a pecuniary interest in clause 3.1 of the 12th Report of the Strategic Priorities and Policy Committee with specific reference to Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

c) Councillor S. Lehman discloses a pecuniary interest in interest in clause 3.1 of the 12th Report of the Strategic Priorities and Policy Committee with specific reference to Strategy GOE-21, having to do with London's downtown and downtown parking, by indicating that he is a member of the London Downtown Business Association.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: M. van Holst
Seconded by: A. Hopkins

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

4.1 Land Disposition/Solicitor-Client Privileged Advice

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/10/CSC)

4.2 Solicitor-Client Privileged Advice

A matter pertaining to the proposed or pending lease 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. (6.2/10/CSC)

4.3 Land Acquisition/Solicitor-Client Privileged Advice

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/10/CSC)

4.4 Land Acquisition/Solicitor-Client Privileged Advice

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/10/CSC)

4.5 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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. (6.5/10/CSC)

4.6 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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. (6.6/10/CSC)

4.7 Solicitor-Client Privileged Advice/ Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City/Position, Plan Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to solicitor client privilege; a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (6.7/10/CSC)

4.8 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications, reports, advice or recommendations of officers and employees of the Corporation necessary for that purpose and directions to officers and employees of the Corporation pertaining to the Municipal Employee Indemnification By-law. (6.8/10/CSC)

4.9 Litigations/Potential Litigations/Solicitor-Client Privilege Advice/Directions and

A matter pertaining to potential litigation with respect to Tender T17-104 Vauxhall Wastewater Treatment Plant, including matters before administrative tribunals, affecting the municipality or local board with respect to; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the work done on Tender T17-104 Vauxhall Wastewater Treatment Plant; directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the Tender T17-104 Vauxhall Wastewater Treatment Plant. (6.1/8/CWC)

4.10 Education/Training Session

A matter pertaining to the education and training of Council Members which does not deal with any mater in a way that materially advances the business or decision-making of the Council or standing committee. (6.1/11/SPPC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The Council rises and goes into the Council, In Closed Session, at 4:09 PM, with Mayor E. Holder in the Chair and all Members present.

The Council, In Closed Session, rises at 4:29 PM and Council reconvenes at 4:31 PM, with Mayor E. Holder in the Chair and all Members present.

Motion made by: M. Salih
Seconded by: S. Lewis

That pursuant to section 6.4 of the Council Procedure By-law, the order of business BE CHANGED to permit consideration Item 13 of the Planning and Environment Report (clause 3.4) at this time.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

8.3 7th Report of the Planning and Environment Committee

13. (3.4) 4th Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 4th Report of the Advisory Committee on the Environment from its meeting held on April 3, 2019:

a) the following actions be taken with clause 2.1, relating to Chippewas of the Thames First Nations:

i) clause 2.1 BE REFERRED to the City Clerk for consideration with the Advisory Committee review; and,

ii) Government Relations staff BE ASKED to contact the neighbouring First Nations communities to discuss this matter; it being noted that clause 2.1 of the 4th Report of the Advisory Committee on the Environment reads as follows:

"Municipal Council BE REQUESTED to consider creating voting member positions on the Advisory Committee on the Environment and the Environmental and Ecological Planning Advisory Committee for each of the Indigenous communities that surround the City of London; it being noted that a verbal presentation from K. Riley, Chippewas of the Thames First Nation, with respect to the Chippewas of the Thames First Nation, was received;"

b) the following actions be taken with respect to Climate Change:

i) the Civic Administration BE REQUESTED to report back on tangible actions that the municipality can undertake with respect to Climate Change at a future meeting of the appropriate Standing Committee;

ii) the following Declaration of a Climate Emergency BE APPROVED:

"Whereas climate change is currently contributing to billions of dollars in property and infrastructure damage worldwide, stressing local and international economies;

Whereas climate change is currently jeopardizing the health and survival of many species and other natural environments worldwide, stressing local and international eco systems;

Whereas climate change is currently harming human populations through rising sea levels and other extraordinary phenomena like intense wildfires worldwide, stressing local and international communities;

Whereas recent international research has indicated a need for massive reduction in carbon emissions in the next 11 years to avoid further and devastating economic, ecological, and societal loss;

Whereas the climate in Canada is warming at twice the rate of the rest of the world, as per Canada’s Changing Climate report;

Whereas current initiatives such as the green of the city’s fleet and energy reduction initiatives are not sufficient to meet the targets as defined by the IPCC scientists,

Whereas an emergency can be defined as "an often dangerous situation requiring immediate action";

Whereas municipalities such as Kingston, Vancouver and Hamilton have already declared climate emergencies;

Therefore, a climate emergency BE DECLARED by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.”; and,

c) clauses 1.1, 2.2, 3.1 to 3.6, inclusive, 5.2 to 5.4, inclusive, BE RECEIVED for information.

Amendment:

Motion made by: J. Helmer
Seconded by: A. Hopkins

That part b) ii) of Item 3.4 of the 7th Report of the Planning and Environment Committee BE AMENDED by adding the following words to the end of the Item:

“IT BEING NOTED THAT the above-noted Declaration is not intended to invoke the City of London’s Emergency Response Plan or to interfere with the responsibilities and power delegated to the Mayor to declare or to terminate a local emergency under the Emergency Management and Civil Protection Act, 1990; and,

THAT IT BE FURTHER NOTED that a climate emergency is distinct from the kinds of emergencies contemplated under the Emergency Management and Civil Protection Act, 1990, as it is a global emergency with impacts extending well beyond London and Ontario;”

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Motion made by: J. Helmer
Seconded by: A. Hopkins

That the communication, item 6.1, related to this matter BE CONSIDERED at this time.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. van Holst
Seconded by: P. Van Meerbergen

That the matter of the 4th Report of the Advisory Committee on the Environment BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee, for consideration.

Yeas: (3): M. van Holst, P. Van Meerbergen, and S. Hillier

Nays: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Motion Failed (3 to 12)

Motion made by: A. Hopkins

That part a) of clause 3.4 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins

That Part b) i) of clause 3.4 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: M. Cassidy

That Part b) ii) of clause 3.4, as amended, BE APPROVED.

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): M. van Holst, P. Squire, and P. Van Meerbergen

Motion Passed (12 to 3)

Motion made by: A. Hopkins

That Part c) of clause 3.4 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Clause 3.4, as amended, reads as follows:

That, the following actions be taken with respect to the 4th Report of the Advisory Committee on the Environment from its meeting held on April 3, 2019:

a) the following actions be taken with clause 2.1, relating to Chippewas of the Thames First Nations:

i) clause 2.1 BE REFERRED to the City Clerk for consideration with the Advisory Committee review; and,

ii) Government Relations staff BE ASKED to contact the neighbouring First Nations communities to discuss this matter; it being noted that clause 2.1 of the 4th Report of the Advisory Committee on the Environment reads as follows:

"Municipal Council BE REQUESTED to consider creating voting member positions on the Advisory Committee on the Environment and the Environmental and Ecological Planning Advisory Committee for each of the Indigenous communities that surround the City of London; it being noted that a verbal presentation from K. Riley, Chippewas of the Thames First Nation, with respect to the Chippewas of the Thames First Nation, was received;"

b) the following actions be taken with respect to Climate Change:

i) the Civic Administration BE REQUESTED to report back on tangible actions that the municipality can undertake with respect to Climate Change at a future meeting of the appropriate Standing Committee;

ii) the following Declaration of a Climate Emergency BE APPROVED:

"Whereas climate change is currently contributing to billions of dollars in property and infrastructure damage worldwide, stressing local and international economies;

Whereas climate change is currently jeopardizing the health and survival of many species and other natural environments worldwide, stressing local and international eco systems;

Whereas climate change is currently harming human populations through rising sea levels and other extraordinary phenomena like intense wildfires worldwide, stressing local and international communities;

Whereas recent international research has indicated a need for massive reduction in carbon emissions in the next 11 years to avoid further and devastating economic, ecological, and societal loss;

Whereas the climate in Canada is warming at twice the rate of the rest of the world, as per Canada's Changing Climate report;

Whereas current initiatives such as the green of the city's fleet and energy reduction initiatives are not sufficient to meet the targets as defined by the IPCC scientists,

Whereas an emergency can be defined as "an often dangerous situation requiring immediate action";

Whereas municipalities such as Kingston, Vancouver and Hamilton have already declared climate emergencies;

Therefore, a climate emergency BE DECLARED by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.";

it being noted that the above-noted Declaration is not intended to invoke the City of London's Emergency Response Plan or to interfere with the responsibilities and power delegated to the Mayor to declare or to terminate a local emergency under the Emergency Management and Civil Protection Act, 1990;

it being further noted that a climate emergency is distinct from the kinds of emergencies contemplated under the Emergency Management and Civil Protection Act, 1990, as it is a global emergency with impacts extending beyond London and Ontario; and,

c) clauses 1.1, 2.2, 3.1 to 3.6, inclusive, 5.2 to 5.4, inclusive, BE RECEIVED for information.

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

5.1 9th Meeting held on April 9, 2019

Motion made by: M. Cassidy
Seconded by: E. Peloza

That the Minutes of the 9th Meeting held on April 9, 2019 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

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

That the following communication BE RECEIVED and BE REFERRED as noted on the public Agenda:

6.2 Communications from C. Spina, T. Mara and C. McAlister, related to 536 and 542 Windermere Road (Z-8945).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 10th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 10th Report of the Corporate Services Committee BE APPROVED, excluding Items 4 (2.6), 7(2.2) and 8 (2.4).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.3) 2018 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Compliance Report in accordance with the Procurement of Goods and Services Policy:

a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of $100,000 or more in a calendar year, included as Appendix “A” to the staff report dated April 16, 2019, BE RECEIVED for information;

b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than $100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, included as Appendix “B” to the staff report dated April 16, 2019, BE RECEIVED for information;

c) the list of administrative contract awards for Tenders with a value up to $3,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, included as Appendix “C” to the staff report dated April 16, 2019, BE RECEIVED for information;

d) the City Treasurer, or delegate, BE DELEGATED authority to at any time refer questions concerning compliance with the Procurement of Goods and Services Policy to the City’s internal auditor; and,

e) the City Treasurer, or delegate, BE AUTHORIZED to ratify and confirm completed awards or purchases between $15,000 and $50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

Motion Passed

3. (2.5) City of London Days at Budweiser Gardens - United Way Elgin & Middlesex

Motion made by: J. Morgan

That, on the recommendation of the City Clerk and in accordance with Council’s City of London Days at Budweiser Gardens Policy, the request from the United Way Elgin & Middlesex to host the annual United Way Campaign Launch & 3M Harvest Lunch on September 18, 2019 BE APPROVED as a City of London Day at Budweiser Gardens.

Motion Passed

5. (2.7) City of London / Western Fair Association Lands - Archaeological Study

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Director, Financial Services and the Manager of Realty Services, the following actions be taken with respect to the City of London/Western Fair Association Lands Archaeological Study:

a) the Civic Administration BE AUTHORIZED to contribute 50% of the costs related to the archaeological fieldwork and its associated repairs for work done on lands jointly owned by the City of London and the Western Fair Association as outlined in the staff report dated April 16, 2019; and

b) the financing of this project BE APPROVED in accordance with the “Source of Financing Report” appended to the above-noted staff report.

Motion Passed

6. (2.1) 2018 Year-End Capital Monitoring Report

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Year-End Capital Monitoring Report:

a) the above-noted Report, dated April 16, 2019, BE RECEIVED for information; it being noted that the life-to-date capital budget represents $1.7 billion with $1.3 billion committed and $0.4 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;

b) the status updates of active 2015 life-to-date capital budgets (2015 and prior) having no future budget requests, ~~attached~~ as Appendix "B" to the staff report dated April 16, 2019, BE RECEIVED for information;

c) the following actions be taken with respect to the completed capital projects identified in Appendix "C" appended to the staff report dated April 16, 2019, which have a total of $11.9 million of net surplus funding:

i) the capital projects included in the above-noted Appendix "C" BE CLOSED; and,
ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in part c) i), above;

Rate Supported

A) pay-as-you-go funding of $218,017 BE TRANSFERRED to capital receipts;
B) authorized debt financing of $309,708 BE RELEASED resulting in a reduction of authorized, but unissued debt;
C) uncommitted reserve fund drawdowns of $8,411,629 BE RELEASED from the reserve funds which originally funded the projects;

Non-Rate Supported

D) uncommitted reserve fund drawdowns of $1,934,391 BE RELEASED from the reserve funds which originally funded the projects;
E) authorized debt financing of $280,478 BE RELEASED resulting in a reduction of authorized, but unissued debt;
F) other net non-rate supported funding sources of $696,778 BE ADJUSTED in order to facilitate project closings; and,

d) the funding for the Grand Theatre's $2 million request previously approved by Municipal Council BE RECEIVED for information.

Motion Passed

9. (2.8) Development Charges Deferred Payment Agreement Italian Seniors' Project - 1090 Hamilton Road (Relates to Bill No. 156)

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the following actions be taken:

a) the proposed by-law included on the added agenda, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to:

i) approve a Development Charges Deferred Payment Agreement (“Schedule 1”) under Section 27 of the Development Charges Act between The Corporation of the City of London and Italian Seniors’ Project (located at 1090 Hamilton Road), it being noted that the deferred payment agreement is supported for the following reasons:

A) the development is wholly affordable housing units that are funded through Federal, Provincial and Municipal contributions;
B) the development cannot secure funding required to pay Development Charges until such time as building construction has commenced;
C) the period of deferral is less than one year;
D) the deferred payment agreement is an interim measure pending the possible introduction of incentives related to Development Charges payable for affordable housing; and
E) the financial position of the Municipality will be protected under the deferred payment agreement; and,

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

b) the Civic Administration BE DIRECTED to prepare a policy for Council consideration regarding deferred payment agreements under Section 27 of the Development Charges Act.

Motion Passed

10. (4.1) Council Member's Expense Account Policy

Motion made by: J. Morgan

That the Governance Working Group BE DIRECTED to undertake a fulsome review of the Council Member's Expense Account Policy, including the amount of the annual allocation, during its review in the first quarter of 2020; it being noted that the Corporate Services Committee received a communication dated April 4, 2019 from Councillor E. Peloza with respect to this matter.

Motion Passed

11. (5.1) Corporate Services Committee Public Deferred Matters List

Motion made by: J. Morgan

That the Corporate Services Committee Deferred Matters List, as of April 8, 2019, BE RECEIVED.

Motion Passed

4. (2.6) Integrity Commissioner Agreement (Relates to Bill No. 155)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Solicitor, the following actions be taken with respect to the

appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

a) the staff report, dated April 16, 2019, entitled “Integrity Commissioner Agreement” BE RECEIVED;

b) the proposed by-law appended to the staff report dated April 16, 2019 as Appendix “A” being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7405-156, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London” BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019; and,

c) the City Clerk BE DIRECTED to make the necessary arrangements to have the Mayor and the Clerk execute the Agreement referenced in b) above.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (2): S. Turner, and A. Kayabaga

Motion Passed (13 to 2)

7. (2.2) 2018 Operating Budget Year-End Monitoring Report - Property Tax, Water, Wastewater and Treatment Budgets

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Operating Budget Year-End Monitoring Report:

a) the 2018 Operating Budget Year-End Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information; it being noted that an overview of the net corporate positions are outlined below, noting that the year-end positions include the contributions to reserves listed in items b) to d):

i) Property Tax Supported Budget surplus is $6.0 million as identified by the Civic Administration, Boards and Commissions;
ii) Water Rate Supported Budget position is balanced at year-end;
iii) Wastewater & Treatment Rate Supported Budget surplus is $3.2 million;

b) the following contributions to reserves, in accordance with the Council approved Surplus/Deficit Policy, BE RECEIVED for information:

i) $3.0 million to the Operating Budget Contingency Reserve;
ii) $3.0 million to the Water Budget Contingency Reserve;
iii) $2.2 million to the Wastewater Budget Contingency Reserve;

c) the request to fund the 2018 London & Middlesex Community Housing operational deficit of $35,284, which has been included in the above noted surplus of $6.0 million, BE APPROVED (see Appendix E for Letter of Request, appended to the staff report dated April 16, 2019);

d) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to contribute $3.0 million of the $6.0 million surplus from the Property Tax Supported Budget to the Industrial DC Incentive Program Tax-Supported Reserve Fund;

e) the contribution of $3,945,235 ($3,381,174 – Property Tax Supported; $226,196 – Water; and $337,865 – Wastewater & Treatment) to the Efficiency, Effectiveness and Economy Reserves in 2018 BE RECEIVED for information; and

f) the allocation of the remaining surplus from the Property Tax Supported Budget, Water Rate Supported Budget, and Wastewater & Treatment Rate Supported Budget in accordance with the Council approved Surplus/Deficit Policy BE RECEIVED for information;

it being noted that the reported year-end surplus is subject to completion of the financial statement audit.

Amendment:

Motion made by: J. Helmer
Seconded by: S. Turner

Amend Item 7 (2.2) by adding the following new part to the clause, with the remaining parts renumbered accordingly:

f) that the following actions be taken with respect to the 2018 deficit in the amount of $925,370 related to the administration and enforcement of the Building Code Act:

i) the above-noted deficit BE FINANCED by means of a withdrawal from the Building Permit Stabilization Reserve Fund rather than transfer from the 2018 year-end Operating Budget surplus;

ii) the Civic Administration BE DIRECTED to report to a future meeting of the Corporate Services Committee with a recommendation as to high priority tax-supported reserve funds that the resulting surplus from the action noted in i) above, could be transferred to instead; and,

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Morgan
Seconded by: S. Lewis

That Item 7 (2.2), as amended, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Clause 2.2, as amended, reads as follows:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Operating Budget Year-End Monitoring Report:

a) the 2018 Operating Budget Year-End Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information; it being noted that an overview of the net corporate positions are outlined below, noting that the year-end positions include the contributions to reserves listed in items b) to d):

i) Property Tax Supported Budget surplus is $6.0 million as identified by the Civic Administration, Boards and Commissions;
ii) Water Rate Supported Budget position is balanced at year-end;
iii) Wastewater & Treatment Rate Supported Budget surplus is $3.2 million;

b) the following contributions to reserves, in accordance with the Council approved Surplus/Deficit Policy, BE RECEIVED for information:

i) $3.0 million to the Operating Budget Contingency Reserve;
ii) $3.0 million to the Water Budget Contingency Reserve;
iii) $2.2 million to the Wastewater Budget Contingency Reserve;

c) the request to fund the 2018 London & Middlesex Community Housing operational deficit of $35,284, which has been included in the above noted surplus of $6.0 million, BE APPROVED (see Appendix E for Letter of Request, appended to the staff report dated April 16, 2019);

d) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to contribute $3.0 million of the $6.0 million surplus from the Property Tax Supported Budget to the Industrial DC Incentive Program Tax-Supported Reserve Fund;

e) the contribution of $3,945,235 ($3,381,174 – Property Tax Supported; $226,196 – Water; and $337,865 – Wastewater & Treatment) to the Efficiency, Effectiveness and Economy Reserves in 2018 BE RECEIVED for information;

f) that the following actions be taken with respect to the 2018 deficit in the amount of $925,370 related to the administration and enforcement of the Building Code Act:

i) the above-noted deficit BE FINANCED by means of a withdrawal from the Building Permit Stabilization Reserve Fund rather than transfer from the 2018 year-end Operating Budget surplus;

ii) the Civic Administration BE DIRECTED to report to a future meeting of the Corporate Services Committee with a recommendation as to high priority tax-supported reserve funds that the resulting surplus from the action noted in i) above, could be transferred to instead; and,

g) the allocation of the remaining surplus from the Property Tax Supported Budget, Water Rate Supported Budget, and Wastewater & Treatment Rate Supported Budget in accordance with the Council approved Surplus/Deficit Policy BE RECEIVED for information;

it being noted that the reported year-end surplus is subject to completion of the financial statement audit.

8. (2.4) Elected Officials and Appointed Citizen Members - 2019 Remuneration

Motion made by: J. Morgan

That the following actions be taken with respect to 2019 remuneration:

a) notwithstanding the “Remuneration for Elected Officials and Appointed Citizen Members” policy NO ACTION BE TAKEN with respect to the 2019 remuneration for elected officials; and,

b) the remuneration and stipends for appointed citizen members of local boards and commissions BE ADJUSTED in accordance with the existing, above-noted policy, for the year 2019.

At 5:54 PM, His Worship the Mayor places Councillor S. Lehman in the Chair, and takes a seat at the Council Board.

At 5:57 PM, His Worship the Mayor resumes the Chair, and Councillor S. Lehman takes his seat at the Council Board.

Amendment:

Motion made by: J. Morgan
Seconded by: S. Hillier

Amend part b) by adding the following at the end of the clause, “, in the amount of 2.3% over 2018, effective January 1, 2019.”

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Morgan

Part a) of Item 8, clause 2.4, BE APPROVED.

Yeas: (7): Mayor E. Holder, M. van Holst, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (8): S. Lewis, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Motion Failed (7 to 8)

Motion made by: J. Helmer
Seconded by: A. Kayabaga

That the 2018 remuneration for elected officials ADJUSTED by 2.3% over 2018 effective January 1, 2019, in keeping with Council

Policy, “Remuneration for Elected Officials and Appointed Citizen Members” adopted by By-law No. CPOL.-70(a)-408.

Yeas: (9): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (6): Mayor E. Holder, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (9 to 6)

Motion made by: J. Morgan
Seconded by: E. Peloza

That part b), as amended, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Clause 2.4, as amended, reads as follows:

That the following actions be taken with respect to 2019 remuneration:

a) the 2018 remuneration for elected officials BE ADJUSTED by 2.3% over 2018 effective January 1, 2019, in keeping with Council Policy “Remuneration for Elected Officials and Appointed Citizen Members”, adopted by By-law No. CPOL.-70(a)-408; and,

b) the 2018 remuneration and stipends for appointed citizen members of local boards and commissions, where stipends are paid BE ADJUSTED by 2.3% over 2018, effective January 1, 2019 in accordance with the above-noted policy.

8.2 8th Report of the Civic Works Committee

Motion made by: P. Squire

That the 8th Report of the Civic Works Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Fanshawe Park Road and Richmond Street Intersection Detailed Design and Tendering - Appointment of Consulting Engineer

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Fanshawe Park Road and Richmond Street intersection improvements:

a) Dillon Consulting Limited BE APPOINTED Consulting Engineers for the detailed design and tendering at an upset amount of $596,167 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-A05)

Motion Passed

3. (2.3) Contract Award - Tender No. RFT 19-43 - 2019 Infrastructure Renewal Program Contract No. 3 - Waterloo Street (Oxford Street East to Grosvenor Street)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for the 2019 Infrastructure Renewal Program Contract #3 – Waterloo Street (Oxford Street East to Grosvenor Street) reconstruction project:

a) the bid submitted by L82 Construction Ltd. at its tendered price of $3,687,977.82, (excluding HST), BE ACCEPTED; it being noted that the bid submitted by L82 Construction Ltd. was the lowest of nine bids received and meets the City's specifications and requirements in all areas;

b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of $248,534.00, (excluding HST), in accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT19-43); and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

4. (2.4) Update and Next Steps for the London Waste to Resources Innovation Centre (Relates to Bill No. 153)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste the following actions be taken with respect to the London Waste to Resources Innovation Centre:

a) the proposed by-law, as appended to the staff report dated April 16, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to;

i) authorize and approve Agreement between The Corporation of the City of London and The University of Western Ontario;

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

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with executing the above noted Agreement;

c) the Civic Administration BE AUTHORIZED to promote the role, contribution and opportunities to grow the London Waste to Resources Innovation Centre through its relationship with Western University, with existing businesses that have signed Memorandums of Understanding with the City of London, and with new businesses and organizations looking for opportunities in the broad field of resource recovery, creating resources from materials that would normally be discarded, and reducing materials that require disposal; and,

d) the Civic Administration BE DIRECTED to report annually to the Civic Works Committee on the activities and actions taken through the London Waste to Resources Innovation Centre including a status on the operating structure and financial matters. (2019-E07)

Motion Passed

5. (2.5) Memorandum of Understanding with Green Shields Energy as Part of the London Waste Resources Innovation Centre (Relates to Bill No. 154)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste,

the proposed by-law as appended to the staff report dated April 16, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to:

a) authorize and approve a Memorandum of Understanding between 9003711 Canada Inc. operating as Green Shields Energy (“GSE”) and The Corporation of the City of London and,

b) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in part a), above. (2019-E07)

Motion Passed

6. (2.6) Environmental Programs Annual Overview Update

Motion made by: P. Squire

That, on the recommendation of the Director – Environment, Fleet and Solid Waste, the following actions be taken with respect to the Environmental Programs Annual Overview Update :

a) the report dated April 16, 2019 BE RECEIVED for information; and,

b) the report BE FORWARDED to the Advisory Committee on the Environment (ACE) for information. (2019-C06A)

Motion Passed

7. (2.7) Vauxhall Wastewater Treatment Plant (WWTP) Flood Protection - Additional Dewatering Costs

Motion made by: P. Squire

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the construction contract for flood protection measures at Vauxhall Wastewater Treatment Plant (WWTP):

a) the value of the engineering consulting fees for AECOM Limited BE INCREASED by $75,000 including contingency, due to increased efforts related to the project extension;

b) the value of the engineering consulting fees for Dillon Limited BE INCREASED by $40,000.00 to restore contingency that had previously been reallocated; and,

c) the financing for the projects BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 16, 2019. (2019-E21)

Motion Passed

8. (2.8) Upper Thames River Conservation Authority and City of London - Schedule B Municipal Class Environmental Assessment - Notices of Study Completion

Motion made by: P. Squire

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the report entitled Upper Thames River Conservation Authority and City of London- Schedule B Municipal Class Environmental Assessment- Notice of Study Completion BE RECEIVED for information. (2019-E21)

Motion Passed

9. (2.9) Pincombe Drain Stormwater Management Facility No. 3 Budget Adjustment

Motion made by: P. Squire

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Pincombe Drain Stormwater Management Facility #3 (ESSWM-PD3):

a) the budget adjustment to increase Development Charges funding for above noted project ESSWM-PD3 in the amount of $935,200 BE APPROVED, for a revised overall budget total in the amount of $3,502,200; and,

b) the financing for the above noted increase BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 16, 2019. (2019-E03)

Motion Passed

10. (2.10) Contract Award - Tender T19-21 - Colonel Talbot Sanitary Sewer and Forcemain Installation

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Colonel Talbot Pumping Station Sanitary Sewer and Forcemain construction project:

a) the bid submitted by Omega Contractors Inc. at its tendered price of $6,404,243.82 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Omega Contractors Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to this project (Tender 19-21); 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. (2019-E01)

Motion Passed

11. (2.11) Audible Pedestrian Pushbutton Equipment Irregular Result

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the Audible Pedestrian Pushbutton Equipment Irregular Result:

a) the irregular bid submitted by Tacel Ltd. at its tendered price of $215,250.00 (excluding H.S.T.) BE ACCEPTED, in accordance with the Procurement of Goods and Services Policy Section 8.10 Irregular Result, part b and Section 13.2 part b;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT19-25); and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2019-T07)

Motion Passed

12. (2.12) Contract Award - T19-42 Arterial Road Rehabilitation Project Contract No. 2

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the 2019 Arterial Road Rehabilitation Project Contract No. 2:

a) the bid submitted by Dufferin Construction Company at its submitted tendered price of $5,735,706.55 (excluding HST), for the said project BE ACCEPTED; it being noted that the bid submitted by Dufferin Construction Company was the lowest of two (2) bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 19-42); 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. (2019-T04)

Motion Passed

13. (2.13) Consultant Supervision Engineering Services Award - 2019 Infrastructure Renewal Program - Wistow Street Reconstruction Project

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting supervision services for the 2019 Infrastructure Renewal Program Wistow Street reconstruction project:

a) Stantec Consulting BE AUTHORIZED to carry out the resident inspection and contract administration services, including geotechnical services for the said project in accordance with the estimate, on file, at an upset amount of $294,230.20 including contingency, (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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 or issuing a purchase order for the work to be done; 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. (2019-T04)

Motion Passed

14. (2.14) Comments on Environmental Registry of Ontario (ERO) - Reducing Litter and Waste in our Communities - Discussion Paper

Motion made by: P. Squire

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the comments as appended to the staff report dated April 16, 2019, BE ENDORSED and BE SUBMITTED to the Ministry of the Environment, Conservation and Parks' Environmental Registry of Ontario posting (013-4689) titled Reducing Litter and Waste in Our Communities: Discussion Paper. (2019-E07)

Motion Passed

15. (2.15) Huron Industrial Storm Management Facility Municipal Class Environmental Assessment - Notice of Completion

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Huron Industrial Stormwater Management Facility Environmental Assessment:

a) the preferred outfall improvement alternative, executive summary appended to the staff report dated April 16, 2019, BE ACCEPTED in accordance with the Schedule 'B' Municipal Class Environmental Assessment process requirements;

b) a Notice of Completion BE FILED with the Municipal Clerk; and,

c) the Municipal Class Environmental Assessment Schedule 'B' project file for the Huron Industrial Stormwater Management Facility BE PLACED on public record for a 30-day review period. (2019-E03)

Motion Passed

16. (2.16) Cooperative Purchase Tender Award - Supply and Delivery of Diesel, Biodiesel and Gasoline - Elgin, Middlesex, Oxford Purchasing (EMOP) Co-operative

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services andCity Engineer, the following actions be taken with respect to the supply and delivery of diesel, biodiesel and gasoline:

a) Fleet Services and Purchasing and Supply BE AUTHORIZED to continue as a member of the Elgin, Middlesex, Oxford Purchasing (EMOP) Cooperative for the supply and delivery of diesel, Biodiesel and Gasoline;

b) the recommendation from the London Transit Commission to EMOP members for the Supply and Delivery of Diesel, Biodiesel and Gasoline be awarded to Suncor/Petro Canada, 2489 North Sheridan Way Mississauga, Ontario L5K 1A8 for five (5) years with two(2) one(1) year option terms, as appended to the staff report dated April 16, 2019, BE ACCEPTED;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order relating to the subject matter of this approval. (2019-V01A)

Motion Passed

17. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No. 159)

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated April 16, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019, for the purpose of amending the Traffic and Parking By-law, PS-113. (2019-T02/T08)

Motion Passed

18. (3.1) Public Lane Policy Review

Motion made by: P. Squire

That the following actions be taken with respect to the Redan Public lane:

a) the Civic Administration BE DIRECTED to survey the impacted property owners, with the intent to close the lane and divest the property, at the cost of $1 to each of the property owners and with all other land transfer costs to be assumed by the City; and,

b) that staff BE DIRECTED to report back to Civic Works Committee with recommendations for future potential lane closure subsidies;

it being noted that the Civic Works Committee received the ~~attached~~ presentation from M. Koch Denomme, with respect to this matter. (2019-T03)

Motion Passed

19. (4.1) Councillor M. van Holst - Opt-in Green Bin Service Motion

That staff prepare the financial and technical details necessary to implement an opt-in green bin program.

Motion made by: P. Squire

That the communication from Councillor M. van Holst, dated April 8, 2019, with respect to an Opt-in Green Bin Service, BE RECEIVED.

Motion Passed

8.3 7th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 7th Report of the Planning and Environment Committee BE APPROVED, excluding item 13(3.4), 16 (3.7) and 17 (3.8).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3rd Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 3rd Report of the Trees and Forests Advisory Committee, from its meeting held on March 27, 2019, BE RECEIVED for information.

Motion Passed

3. (2.2) Application - 1196 Sunningdale Road West - Removal of Holding Provisions (h and h-100) (H-9026) (Relates to Bill No. 161)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Landea Development Inc., relating to the property located at 1196 Sunningdale Road West, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h*h-100*R1-4) Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (33)) Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (34)) Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (35)) Zone, a Holding Residential R1 (h*h-100*R1-13) Zone and a Holding Residential R1 Special Provision (h*h-100*R1-13 (9)) Zone TO a Residential R1 (R1-4) Zone, a Residential R1 Special Provision (R1-4 (33)) Zone, a Residential R1 Special Provision (R1-4 (34)) Zone, a Residential R1 Special Provision (R1-4 (35)) Zone, a Residential R1 (R1-13) Zone and a Residential R1 Special Provision (R1-13 (9)) Zone to remove the h. and h-100 holding provisions. (2019-D09)

Motion Passed

4. (2.3) Application - 1395 Riverbend Road - Removal of Holding Provisions (H-8933) (Relates to Bill No. 162)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to a portion of the lands located at 1395 Riverbend Road, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6/R7 Special Provision (h•h-206•R6-5(42)/R7(22)•D115•H30) Zone TO a Residential R6/R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone to remove the h and h-206 holding provisions. (2019-D09)

Motion Passed

5. (2.4) Application - 660 Sunningdale Road East - Applewood Subdivision - Phase 1B - Special Provision 39T-09501 - 1B

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the subdivision of land over Part Lot 13, Concession 6, situated on the north side of Sunningdale Road East, west of Adelaide Street North, municipally known as 660 Sunningdale Road East:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the Applewood Subdivision, Phase 1B (39T-09501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 15, 2019 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-D09)

Motion Passed

6. (2.5) Application - 146 Exeter Road - Richardson Subdivision - Phase 1 - Special Provisions 39T-15501

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc., for the subdivision of land over Part of Lots 33 and 34, Concession 2, (former Township of Westminster), situated on the north side of Exeter Road, east of Wonderland Road South, municipally known as 146 Exeter Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc., for the Richardson Subdivision, Phase 1 (39T-15501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D09)

Motion Passed

7. (2.6) Application - 146 Exeter Road - Richardson Subdivision - Phase 1A - Special Provisions 39T-15501

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited, for the subdivision of land over Part of Lots 34 and 35, Concession 2, (former Township of Westminster), situated on the north side of Exeter Road, east of Wonderland Road South, municipally known as 146 Exeter Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Richardson Subdivision, Phase 1A (39T-15501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 15, 2019 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-D09)

Motion Passed

8. (2.8) Building Division Monthly Report for February 2019

Motion made by: A. Hopkins

That the Building Division Monthly Report for the month of February, 2019 BE RECEIVED for information. (2019-A23)

Motion Passed

9. (2.7) Annual Report on Building Permit Fees

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the staff report dated April 15, 2019 entitled "Annual Report on Building Permit Fees" BE RECEIVED for information. (2019-F21)

Motion Passed

10. (3.1) 4th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

the Environmental and Ecological Planning Advisory Committee from its meeting held on March 21, 2019:

a) the Civic Administration BE ASKED to involve the Environmental and Ecological Planning Advisory Committee in the detailed design phase of the Clarke Road Environmental Assessment;

b) the revised Working Group comments appended to the 4th Report of the Environmental and Ecological Planning Advisory Committee, relating to the property located at 348 Sunningdale Road East BE FORWARDED to the Civic Administration for consideration;

c) the Working Group comments appended to the 4th Report of the Environmental and Ecological Planning Advisory Committee, relating to the Meadowlily Woods Environmentally Significant Area Conservation Plan - Phase 1 BE FORWARDED to the Civic Administration for consideration;

d) the following actions be taken with respect to the Environmental and Ecological Planning Advisory Committee Work Plan:

i) the 2019 Work Plan for the Environmental and Ecological Planning Advisory Committee (EEPAC) appended to the 4th Report of the EEPAC BE FORWARDED to the Municipal Council for consideration; and,

ii) the 2018 Environmental and Ecological Planning Advisory Committee (EEPAC) Workplan Summary appended to the 4th Report of the EEPAC BE FORWARDED to the Municipal Council for information.

e) the Civic Administration BE REQUESTED to mail the "Is Your Cat Safe Outdoors" brochure to new homeowners living adjacent to natural heritage areas; and,

f) clauses 1.1, 3.1 to 3.3, inclusive, 4.1, 5.1 a), 5.2, 5.5 to 5.7, inclusive, 6.1 and 6.2, BE RECEIVED for information.

Motion Passed

11. (3.2) Application - 3425 Emily Carr Lane (North Portion) - Draft Plan of Subdivision Approval and Zoning By-law Amendment 39T-18506 (Z-8988) (Relates to Bill No. 163)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2557727 Ontario Inc., relating to the property located at 3425 Emily Carr Lane:

a) the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the London Plan and the Official Plan), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a Holding Residential R1 Special Provision (h*h-100*R1-3(7)) Zone and a Holding Residential R1 Special Provision (h*h-94*h-100*R1-3(7)) Zone to permit single detached dwellings with a 11 metre minimum lot frontage and 300 m2 minimum lot area;

it being noted that the following holdings provision have also been applied:

- (h) holding provision - to ensure that there is orderly development through the execution of a subdivision agreement and the provision of adequate securities;

- (h-94) holding provision- to ensure that there is a consistent lotting pattern in this area, the “h-94” symbol shall not be deleted until the block has been consolidated with adjacent lands; and,

- (h-100) holding provision - to ensure there is adequate water service and appropriate access, a looped watermain system must be constructed and a second public access must be available to the satisfaction of the City Engineer, prior to the removal of the h-100 symbol;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application by 2557727 Ontario Inc. for draft plan of subdivision relating to the property located at 3425 Emily Carr Lane;

c) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the recommended plan of residential subdivision, which shows 48 single detached lots, seven (7) part lot blocks and two (2) local public street SUBJECT TO the conditions contained in Appendix "39T-18506" appended to the staff report dated April 15, 2019;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the ~~attached~~ public participation meeting record made an oral submission regarding these matters;

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

- the recommended residential development is consistent with the Provincial Policy Statement;

- the draft plan conforms to the Neighbourhood designation policies of The London Plan;

- the proposed road and lot pattern is integrated with a future subdivision to the south, and an existing residential subdivision to the east with public road access provided by an extension of Emily Carr Way and Street “A”;

- the recommended zoning and conditions of draft approval will ensure that development of services occurs in an orderly manner; and,

- the recommended development represents good land use planning. (2019-D09)

Motion Passed

12. (3.3) Application - 2170 Wharncliffe Road South (TZ-8999) (Relates to Bill No. 164)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application of Cedar Auto London Limited, relating to the property located at 2170 Wharncliffe Road

South, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-72) Zone for a period not exceeding two (2) years:

it being noted that the owner will use the two (2) year time period to plan for, receive the appropriate approvals, and construct a permanent building to replace the temporary trailer; and,

it being further noted that during the two (2) year time period, City staff will monitor the property to ensure that all site operations are located on the portion of the property that is zoned Holding Arterial Commercial Special Provision/Temporary (h-17·h-142·AC2(11) /T-72) Zone and that there is only one trailer on the site, and that City staff will work with the property owner to establish an appropriate means of delineating the limits for automobile parking;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended extension of the temporary use of a trailer as a temporary sales office for a permitted automobile sales establishment, for a reduced two (2) year period is consistent with the Provincial Policy Statement, 2014;

- the recommended extension for a period of two (2) years conforms to the general intent and purpose of The London Plan, in particular Paragraph 1672 – Temporary Uses, by encouraging the removal of the temporary trailer and its replacement with a permanent structure in accordance with municipal development standards;

- the recommended extension for a period of two (2) years conforms to the general intent and purpose of the 1989 Official Plan, in particular the permitted uses for the Auto-oriented Commercial Corridor, and Section 19.4.5 – Temporary Use By-laws, by allowing a permitted commercial use to continue while encouraging the removal of the temporary trailer and its replacement with a permanent structure in accordance with municipal development standards; and,

- the recommended extension conforms to the general intent and purpose of the Southwest Area Secondary Plan, in particular the permitted uses for the Commercial lands in the Lambeth Residential Neighbourhood Area, which prevails over both the 1989 Official Plan and The London Plan where more detailed or alternative direction is provided in the Secondary Plan. (2019-D09)

Motion Passed

14. (3.5) Application - 1201 Huron Street (Z-8985) (Relates to Bill No. 165)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Agathos Dentistry, relating to the property located at 1201 Huron Street, the proposed by-

law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R1/Office Conversion Special Provision (R1-9/OC3(__)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the requested amendment is consistent with the policies of the Provincial Policy Statement, 2014;
- the requested amendment is in conformity with the maximum floor area policies for non-residential uses in the Neighbourhoods Place Type of The London Plan;
- the requested amendment is in conformity with the policies of the 1989 Official Plan; and,
- the requested amendment will recognize an existing non-conforming use which over time has demonstrated compatibility with the surrounding residential neighbourhood. (2019-D09)

Motion Passed

15. (3.6) Demolition Request for Heritage Listed Property - 160 Oxford Street East

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the demolition request for the heritage listed property located at 160 Oxford Street East:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on this property; and,

b) the property at 160 Oxford Street East BE REMOVED from the Register (Inventory of Heritage Resources);

it being noted that the Planning and Environment Committee reviewed and received a communication dated April 12, 2019, from B. Jones and K. McKeating, 329 Victoria Street, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-P10D/R01)

Motion Passed

18. (4.1) Repeal Building By-law B-6 and Proposed Building By-law B-7

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the following actions be taken with respect to the repeal of Building By-law B-6 and the proposed Building By-law B-7:

a) the staff report dated April 15, 2019 entitled “Repeal of Building By-law B-6 and Proposed Building By-law B-7” BE RECEIVED for information; and,

b) the Civic Administration BE REQUESTED to hold a public participation meeting with respect to the proposed Building By-law B-7 and the repeal of Building By-law B-6 at a future meeting of the Planning and Environment Committee. (2019-C01A)

Motion Passed

19. (4.2) Community Improvement Plan (CIP) Study Request for the Argyle BIA and Surrounding Area

Motion made by: A. Hopkins

That R. Sidhu, Executive Director, Argyle Business Improvement Area, BE GRANTED delegation status at a future Planning and Environment Committee meeting with respect to the request for a Community Improvement Plan study for the Argyle Business Improvement Area and surrounding area. (2019-D09)

Motion Passed

20. (5.1) 5th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 5th Report of the London Advisory Committee on Heritage, from its meeting held on April 10, 2019:

a) on the recommendation of the Director of Development Services, with the advice of the Heritage Planner, the application made under Section 42 of the Ontario Heritage Act to construct a new high-rise building on the property located at 131 King Street, within the Downtown Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated April 10, 2019, subject to the following terms and conditions:

i) the Heritage Planner be circulated on the applicant’s Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit; and,

ii) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that presentations from L. Dent, Heritage Planner and T. Dingman appended to the 5th Report of the London

Advisory Committee on Heritage, with respect to this matter, were received;

b) the following actions be taken with respect to the One River Master Plan Environmental Assessment Cultural Heritage Assessment Reports (CHAR):

i) A. Rammeloo, Division Manager, Engineering, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the CHAR for the Springbank Dam and “Back to the River” Schedule B Municipal Class Environmental Assessment, dated April 2, 2019, from Golder Associates Ltd.; it being noted that the LACH prefers Alternative 2, partial dam removal; and,

ii) A. Rammeloo, Division Manager, Engineering, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the CHAR for the Forks Area and “Back to the River” Schedule B Municipal Class Environmental Assessment, dated April 2, 2019, from Golder Associates Ltd.; it being noted that the LACH does not support Alternatives 1 and 3 and, instead, prefers vegetated terracing for the area;

it being noted that a presentation from A. Rammeloo, Division Manager, Engineering, and a verbal delegation from C. Butler, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, were received;

c) K. Killen, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage (LACH) is supportive of the Draft Old East Village Dundas Street Corridor Secondary Plan, dated February 2019; it being noted that the LACH supports a stronger approach to mandatory ground floor active uses being considered along the entire stretch of Dundas Street; it being further noted that the presentation from K. Killen, Senior Planner, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, was received;

d) P. Lupton, Environmental Services Engineer, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the Cultural Heritage Screening Memo, contained within the Long Term Water Storage Municipal Class Environmental Assessment dated March 26, 2019, from AECOM; it being noted that the LACH supports the preferred alternative of the Springbank Reservoir and that a stage 1-2 archaeological assessment should be done at the location; it being further noted that a presentation from P. Lupton, Environmental Services Engineer, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, was received;

e) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner,

the following actions be taken with respect to the demolition request for the heritage listed property located at 160 Oxford Street East:

i) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on this property; and,

ii) the property at 160 Oxford Street East BE REMOVED from the Register (Inventory of Heritage Resources);

it being noted that the London Advisory Committee on Heritage encourages the applicant to maintain the building and vegetation on the above-noted property until a redevelopment plan is submitted;

it being further noted that a presentation from K. Gonyou, Heritage Planner as well as verbal delegations from B. Jones and K. McKeating, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, were received;

f) the revised 2018 London Advisory Committee on Heritage Work Plan Summary appended to the 5th Report of the London Advisory Committee on Heritage, BE FORWARDED to the Municipal Council for their information;

g) the expenditure of $200.00 from the 2019 London Advisory Committee on Heritage (LACH) budget BE APPROVED for M. Whalley to attend the 2019 Ontario Heritage Conference being held May 30 to June 1, 2019; it being noted that the LACH has sufficient funds in its 2019 budget to cover this expense; and,

h) clauses 1.1, 3.1 to 3.4, inclusive, 4.1 and 5.3 BE RECEIVED for information.

Motion Passed

16. (3.7) 6682 Fisher Lane (Z-9002) (Relates to Bill No. 166)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Joe Marche and Monique Rodriguez, relating to the property located at 6682 Fisher Lane:

a) the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Agricultural AG (AG2) Zone and an Environmental Review (ER) Zone TO an Agricultural Special Provision/ Temporary (AG2(_)/T-_) Zone and an Environmental Review (ER) Zone; and,

b) subject to Policy 19.1.1. of the 1989 Official Plan, the land use designation of the subject site BE INTERPRETED as “Agriculture”;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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, 2014;
- the recommended amendment conforms to the 1989 Official Plan policies and Farmland and Green Space Place type policies of The London Plan;
- the recommended amendment facilitates the continued use of an existing lot of record for a use that has been established on the subject site; and,
- the recommended temporary use will not continue on a long-term basis. (2019-D09)

Amendment:

Motion made by: A. Hopkins
Seconded by: M. Cassidy

Amend part a) by adding "~~attached~~, revised, by-law" and deleting the words "appended to the staff report dated April 15, 2019"

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins
Seconded by: M. Cassidy

that Item 3.7, as amended, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Clause 3.7, as amended, reads as follows:

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Joe Marche and Monique Rodriguez, relating to the property located at 6682 Fisher Lane:

a) the ~~attached~~ proposed revised by-law BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Agricultural AG (AG2) Zone and an Environmental Review (ER) Zone TO an Agricultural Special Provision/ Temporary (AG2(_)/T-_) Zone and an Environmental Review (ER) Zone; and,

b) subject to Policy 19.1.1. of the 1989 Official Plan, the land use designation of the subject site BE INTERPRETED as “Agriculture”;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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, 2014;

- the recommended amendment conforms to the 1989 Official Plan policies and Farmland and Green Space Place type policies of The London Plan;

- the recommended amendment facilitates the continued use of an existing lot of record for a use that has been established on the subject site; and,

the recommended temporary use will not continue on a long-term basis. (2019-D09)

17. (3.8) Application - 536 and 542 Windermere Road (Z-8945)

Motion made by: M. Cassidy
Seconded by: A. Hopkins

That, the following actions be taken with respect to the application of 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road:

a) Zoning By-law No. Z-.1 ~~attached~~ as Appendix B BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to change the zoning of the subject property to a Holding Residential R5 Special Provision (h-5•h-*•R5-5(_)) Zone to permit cluster townhouse dwellings and cluster stacked townhouse dwellings with a reduced minimum front yard depth of 2.1 metres, an increased maximum encroachment into the front yard depth of 0.2 metres from the front property line, and a reduced maximum height of 10.5 metres;

Yeas: (5): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, and S. Hillier

Nays: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, P. Van Meerbergen, S. Turner, E. Peloza, and A. Kayabaga

Motion Failed (5 to 10)

Motion made by: J. Helmer
Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road:

a) the proposed by-law appended to the staff report dated April 15, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone

TO a Holding Residential R5 Special Provision (h-5•h-*•R5-5(_)) Zone;

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): M. Cassidy, J. Morgan, and A. Hopkins

Motion Passed (12 to 3)

Motion made by: J. Helmer
Seconded by: S. Lewis

That the following also BE APPROVED:

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone, BE REFUSED for the following reasons:

i) the requested amendment does not conform to the residential intensification policies in the 1989 Official Plan or *The London Plan;

ii) the requested amendment did not provide appropriate development standards to regulate the form of residential intensification and assist in minimizing or mitigating potential adverse impacts for adjacent land uses to ensure compatibility and a good fit with the receiving neighbourhood; and,

iii) the Zoning By-law does not contemplate this level of residential intensity in a cluster townhouse form outside of Central London; and,

c) the trees on the westerly and northerly boundary BE PROTECTED AND BE PRESERVED with the exception of invasive species or trees that are in poor condition;

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

- the recommended amendment is consistent with the 2014 Provincial Policy Statement (“PPS”) which encourages intensification and infill as a means to manage growth and achieve a compact form of development within settlement areas. 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 which contemplates townhouses as a primary permitted use, and a minimum height of 2-storeys and maximum height of 4-storeys within the *Neighbourhoods Place Type where the property has frontage on a *Civic Boulevard. The subject lands represent an appropriate location for residential intensification, along a higher-order street at the periphery of an existing neighbourhood. The recommended amendment would permit development at an intensity that is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing a range of housing choice and mix of uses to accommodate a diverse population of various ages and abilities;

- the recommended amendment conforms to the 1989 Official Plan and would implement the residential intensification policies of the Low Density Residential (“LDR”) designation that

contemplate residential intensification in the form of cluster townhouse dwellings and a density up to 75 uph. The recommended amendment would permit development at an intensity that is less than the upper range of the maximum density for residential intensification within the LDR designation to ensure the form of development is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing housing options and opportunities for all people;

- in conformity to *The London Plan and the 1989 Official Plan policies that require a public Site Plan Approval ("SPA") process for residential intensification proposals, a holding provision is recommended for public site plan review. The holding provision would allow the public a continued opportunity to comment on the form of development through the subsequent SPA process and ensure that the ultimate form of development is compatible with adjacent lands uses; and,

- consistent with the PPS and conforming to The London Plan and the 1989 Official Plan, a holding provision is recommended to ensure the subject lands area assessed for the presence of archaeological resources prior to site alteration or soil disturbance occurring. (2019-D09)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

8.4 11th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

8.5 12th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 12th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 5 (3.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that the following pecuniary interests were disclosed:

a) Councillor S. Turner discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

b) Councillor P. Van Meerbergen discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

c) Councillor S. Lehman discloses a pecuniary interest in Strategy GOE-21, having to do with London's downtown, by indicating that he is a member of the London Downtown Business Association.

Motion Passed

2. (2.1) Corporate Asset Management Policy (Relates to Bill No. 157)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Manager III, Corporate Asset Management, the proposed by-law appended to the staff report dated April 8, 2019 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on April 23, 2019 to approve the Corporate Asset Management Policy.

Motion Passed

3. (2.2) London Community Grants Policy Update (Relates to Bill No. 158)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to the London Community Grants Policy:

a) that the staff report dated April 8, 2019 entitled "London Community Grants Policy Update", BE RECEIVED; and,

b) the proposed by-law appended to the staff report dated April 8, 2019 as Appendix A BE INTRODUCED at the Municipal Council Meeting to be held on April 23, 2019, to repeal and replace By-law No. CPOL.-283-274, entitled London Community Grants Policy; it being noted that Council Policies must be reviewed annually in accordance with the Policy for the Establishment and Maintenance of Council Policies.

Motion Passed

4. (2.3) City of London Service Review: Project Update

Motion made by: J. Helmer

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated April 8, 2019 entitled "City of London Services Review: Project Update", BE RECEIVED; it being noted that KPMG will undertake, on behalf of the City of London, in-depth reviews (“Deep Dives”) of the following opportunities:

1. Service Delivery for Housing;
2. User Fees For Municipal Services; and,
3. Service Delivery for Municipal Golf.

Motion Passed

6. (4.2) Request for a Shareholder's Meeting - London Hydro

Motion made by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for London Hydro Inc.:

a) the 2018 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 28, 2019, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Motion Passed

7. (4.3) Request for a Shareholder's Meeting - London & Middlesex Community Housing

Motion made by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

a) the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 20, 2019, from J. Browne, Chief Executive Officer, London & Middlesex Community Housing, with respect to this matter;

it being further noted that the London & Middlesex Community Housing requested delegation status at the Shareholder's Meeting to present the Corporation's Regeneration Plan.

Motion Passed

8. (4.4) Composition of the London & Middlesex Community Housing (LMCH) Board of Directors

Motion made by: J. Helmer

That the City Clerk BE DIRECTED to bring forward the necessary by-law at a future meeting of the Strategic Priorities and Policy Committee to amend the Board Composition (section 6.2(c)) of the London & Middlesex Community Housing Board of Directors to increase the number of Directors from nine (9) to eleven (11) that would include one (1) additional member of Municipal Council and one (1) additional citizen-at-large.

Motion Passed

9. (4.5) 2nd Report of the Governance Working Group

Motion made by: J. Helmer

That, the following actions be taken with respect to the 2nd Report of the Governance Working Group from its meeting held on March 25, 2019:

a) the following actions be taken with respect to the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council expense restrictions and debate at Standing Committees:

i) the discussion regarding the Council Members' Expense Account BE REFERRED to a meeting of the Governance Working Group (GWG) to be held in the first quarter of 2020; and,

ii) the City Clerk BE DIRECTED to report back to the May 6, 2019 meeting of the Governance Working Group (GWG) with proposed amendments to the Council Procedure By-law that would provide for non-members of a Standing Committee to participate in the debate regarding a matter before the Standing Committee; it being noted that the non-members would continue to not be permitted to vote on the matter at the Standing Committee meeting;

b) the matter regarding the process for public appointments to Boards and Commissions BE REFERRED to a future meeting of the Governance Working Group (GWG) when the Civic Administration submits a report on the processes other municipalities undertake to recruit and appoint members of the

public to boards and commissions at the beginning of a Council term; and

c) clauses 1.1 and 1.2 BE RECEIVED for information .

Motion Passed

10. (4.6) Confirmation of Appointment to the Striking Committee

Motion made by: J. Helmer

That the following representatives BE APPOINTED to the Striking Committee for the 2018-2022 Council term:

Skylar Franke - Urban League of London
Jasmine Ball - Pillar Nonprofit
Masoud Karimi - London District Labour Council

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 from Pillar Nonprofit Network regarding this matter;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 from the London District Labour Council regarding this matter; and,

it being further noted that the Strategic Priorities and Policy Committee received a communication dated March 28, 2019 from the Urban League of London regarding this matter.

Motion Passed

11. (4.7) Consideration of Appointment to the Hamilton Road Business Improvement Area

Motion made by: J. Helmer

That the following individuals BE APPOINTED to the Hamilton Road Business Improvement Area Board of Management for the term ending November 15, 2022:

Councillor M. van Holst
Rick Pinheiro, Pinheiro Realty
Cassi Mask-Wildman, Evans Funeral Home
Jackie Stephens, SDI Group Inc.
Joseph Battaglia, Mortgage Intelligentia
David Cardoso, Danny's Wine and Beer
Dann Burt, Ziebart
Jason Lessif, McDonald's
George Karigan, East Side Bar and Grill
Katie Dean, Hamilton Road Legal Centre
Jim Semchism, Ealing Pharma Choice
Raphael Metron, Primeweb

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 29, 2018 from the Hamilton Road Business Improvement Area regarding this matter.

Motion Passed

12. (4.1) Request for Councillor J. Morgan to be Appointed as Council Lead for the 2020-2023 Multi-Year Budget

Motion made by: J. Helmer

That Councillor J. Morgan BE APPOINTED as the Council lead for the upcoming four-year Budget process (2020 to 2023 referred hereafter as the "Multi-Year Budget"), acting as Budget Chair with duties including coordination of Multi-Year Budget activities with the Civic Administration and the Chairing of the Strategic Priorities and Policy Committee meetings where discussion and consideration of the adoption of the Multi-Year Budget takes place.

Motion Passed

5. (3.1) Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

Motion made by: J. Helmer

That, the following actions be taken with respect to the draft Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results and Strategies:

a) the staff report dated April 8, 2019 entitled "Council's Strategic Plan 2019-2023: Updated Outcomes, Expected Results, Strategies, and Metrics:, BE RECEIVED;

b) the ~~attached~~ revised "Council's Strategic Plan 2019-2023: Final Outcomes, Expected Results, Strategies, and Metrics" BE APPROVED with the exception of Strategies SOC-12, SOC-13, and GEO-21, and the Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)";

c) Strategies SOC-12 and SOC-13 BE APPROVED;

d) Strategy GOE-21 BE APPROVED;

e) the new Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)" BE APPROVED; and,

f) the ~~attached~~ "Council Strategic Plan 2019-2023", BE ADOPTED;

it being noted that the Strategic Priorities and Policy Committee received the ~~attached~~ presentation with respect to Back to the River from the Managing Director, Planning and City Planning;

it being further noted that Strategic Priorities and Policy Committee received the ~~attached~~ presentation from Martha Powell, President & CEO, London Community Foundation, and received a verbal delegation from F. Galloway with respect to Back to the River;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 and heard the ~~attached~~ presentation from M. Walker, Abused Women's Centre, S. Yeo, and Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex with respect to Snap Shot

and for support for Anova and the London Abused Women's Centre;

it being further noted that the Strategic Priorities and Policy Committee received communications dated April 4 and 5, 2019 and heard a verbal delegation from Robert Huber, President, Thames River Anglers Association with respect to One River, Environmental Assessment;

it being further noted that the Strategic Priorities and Policy Committee received the following communications:

a communication dated April 2, 2019 from Elizabeth Gordon;
a communication dated April 1, 2019 from Steve Holland, President, CUPE 101;
a communication from Tim Kelly, Executive Director, Changing Ways;
a communication dated April 2, 2019 from John Pare, Chief of Police;
a communication dated April 2, 2019 from Linda MacDonald and Jeanne Sarson, Co-founders Persons Against Non-State Torture (NST) Human Rights Defenders;
a communication dated April 2, 2019 from Kelly Ziegner, Chief Executive Officer, United Way Elgin Middlesex;
a communication dated April 3, 2019 from Jeanette Westbrook, Survivor of Non State Torture, and Extreme Violence;
a communication from Sandy Levin regarding suggested changes to Strategic Plan metrics;

it being pointed out that the ~~attached~~ presentation from the Managing Director, Neighbourhood, Children & Fire Services, was received.

Amendment:

Motion made by: J. Morgan
Seconded by: S. Lewis

That part b) BE AMENDED to add the exclusion of BSC-20 “Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, and S. Hillier

Nays: (3): J. Helmer, A. Hopkins, and A. Kayabaga

Motion Passed (12 to 3)

Motion made by: J. Helmer

That, the following actions be taken with respect to the draft Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results and Strategies:

a) the staff report dated April 8, 2019 entitled "Council's Strategic Plan 2019-2023: Updated Outcomes, Expected Results, Strategies, and Metrics:, BE RECEIVED;

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. van Holst
Seconded by: J. Helmer

That part b), as amended, BE APPROVED,:

"b) the ~~attached~~ revised "Council's Strategic Plan 2019-2023: Final Outcomes, Expected Results, Strategies, and Metrics" BE APPROVED with the exception of Strategies SOC-12, SOC-13, BSC-20 and GEO-21, and the Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)";"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): M. Salih

Motion Passed (14 to 1)

Motion made by: J. Helmer

That part c) BE APPROVED,

"c) Strategies SOC-12 and SOC-13 BE APPROVED;"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): P. Van Meerbergen

Motion Passed (14 to 0)

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

That pursuant to section 13.2 of the Council Procedure By-law, reconsideration of part c) BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

That part c) BE APPROVED,

"c) Strategies SOC-12 and SOC-13 BE APPROVED;"

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (2): P. Van Meerbergen, and S. Turner

Motion Passed (13 to 0)

Motion made by: J. Helmer

That part d) BE APPROVED,

"d) Strategy GOE-21 BE APPROVED;"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

Motion made by: J. Helmer

That part e) BE APPROVED,

"e) the new Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)" BE APPROVED; and,"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

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

That BSC-20, Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks, BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (5): S. Lewis, P. Squire, P. Van Meerbergen, E. Peloza, and S. Hillier

Motion Passed (10 to 5)

Motion made by: J. Helmer

That part f) BE APPROVED,

"f) the ~~attached~~ "Council Strategic Plan 2019-2023", BE ADOPTED;

it being noted that the Strategic Priorities and Policy Committee received the ~~attached~~ presentation with respect to Back to the River from the Managing Director, Planning and City Planning;

it being further noted that Strategic Priorities and Policy Committee received the ~~attached~~ presentation from Martha Powell, President & CEO, London Community Foundation, and received a verbal delegation from F. Galloway with respect to Back to the River;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 and heard the ~~attached~~ presentation from M. Walker, Abused Women's Centre, S. Yeo, and Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex with respect to Snap Shot and for support for Anova and the London Abused Women's Centre;

it being further noted that the Strategic Priorities and Policy Committee received communications dated April 4 and 5, 2019 and heard a verbal delegation from Robert Huber, President, Thames River Anglers Association with respect to One River, Environmental Assessment;

it being further noted that the Strategic Priorities and Policy Committee received the following communications:

a communication dated April 2, 2019 from Elizabeth Gordon;
a communication dated April 1, 2019 from Steve Holland, President, CUPE 101;
a communication from Tim Kelly, Executive Director, Changing Ways;
a communication dated April 2, 2019 from John Pare, Chief of Police;
a communication dated April 2, 2019 from Linda MacDonald and Jeanne Sarson, Co-founders Persons Against Non-State Torture (NST) Human Rights Defenders;
a communication dated April 2, 2019 from Kelly Ziegner, Chief Executive Officer, United Way Elgin Middlesex;
a communication dated April 3, 2019 from Jeanette Westbrook, Survivor of Non State Torture, and Extreme Violence;
a communication from Sandy Levin regarding suggested changes to Strategic Plan metrics;"

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Clause 3.1, as amended, reads as follows:

That, the following actions be taken with respect to the draft Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results and Strategies:

a) the staff report dated April 8, 2019 entitled "Council's Strategic Plan 2019-2023: Updated Outcomes, Expected Results, Strategies, and Metrics:, BE RECEIVED;

b) the ~~attached~~ revised "Council's Strategic Plan 2019-2023: Final Outcomes, Expected Results, Strategies, and Metrics" BE APPROVED with the exception of Strategies SOC-12, SOC-13, BSC-20 and GEO-21, and the Strategy under "Building a Sustainable City" for the "replacement of surface parking with

efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)";

c) Strategies SOC-12 and SOC-13 BE APPROVED;

d) Strategy GOE-21 BE APPROVED;

e) the new Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)" BE APPROVED;

f) Strategy BSC-20 BE APPROVED; and

g) the ~~attached~~ "Council Strategic Plan 2019-2023", BE ADOPTED;

it being noted that the Strategic Priorities and Policy Committee received the ~~attached~~ presentation with respect to Back to the River from the Managing Director, Planning and City Planning;

it being further noted that Strategic Priorities and Policy Committee received the ~~attached~~ presentation from Martha Powell, President & CEO, London Community Foundation, and received a verbal delegation from F. Galloway with respect to Back to the River;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 and heard the ~~attached~~ presentation from M. Walker, Abused Women's Centre, S. Yeo, and Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex with respect to Snap Shot and for support for Anova and the London Abused Women's Centre;

it being further noted that the Strategic Priorities and Policy Committee received communications dated April 4 and 5, 2019 and heard a verbal delegation from Robert Huber, President, Thames River Anglers Association with respect to One River, Environmental Assessment;

it being further noted that the Strategic Priorities and Policy Committee received the following communications:

a communication dated April 2, 2019 from Elizabeth Gordon;
a communication dated April 1, 2019 from Steve Holland, President, CUPE 101;
a communication from Tim Kelly, Executive Director, Changing Ways;
a communication dated April 2, 2019 from John Pare, Chief of Police;
a communication dated April 2, 2019 from Linda MacDonald and Jeanne Sarson, Co-founders Persons Against Non-State Torture (NST) Human Rights Defenders;
a communication dated April 2, 2019 from Kelly Ziegner, Chief Executive Officer, United Way Elgin Middlesex;
a communication dated April 3, 2019 from Jeanette Westbrook, Survivor of Non State Torture, and Extreme Violence;
a communication from Sandy Levin regarding suggested changes to Strategic Plan metrics;

it being pointed out that the ~~attached~~ presentation from the Managing Director, Neighbourhood, Children & Fire Services, was received.

9. Added Reports

9.1 9th Report of Council in Closed Session

Motion made by: M. Salih
Seconded by: S. Lehman

1. Offer to Purchase Industrial Land – Synergis Tooling and Machining Inc. – Part 1, Plan 33R-19843 – Innovation Park Phase l

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City owned industrial land located on the west side of Innovation Drive in Innovation Park, Phase I, containing an area of approximately 4 acres, being comprised of Part 1, Plan 33R-19843, as outlined on the sketch attached hereto as Schedule "A", the following actions be taken:

a) the offer submitted by Synergis Tooling and Machining (the "Purchaser") to purchase the subject property from the City, at a purchase price of $280,000.00 (reflecting a sale price of $70,000.00 per acre), attached as Appendix "C", subject to the following conditions BE ACCEPTED:

i) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at the Purchaser's own expense;

ii) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out environmental inspections as it might reasonably require; at Purchaser's own expense;

iii) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out geotechnical inspections at Purchaser's own expense;

iv) the Purchaser be allowed, within one hundred twenty (120) days to determine the financial feasibility of the Purchaser's intended use of the property satisfactory to the Purchaser;

v) the Purchaser acknowledges and accepts the property in an 'as-is' condition;

vi) the proposed commencement date of construction within one (1) year from the Date of Deed in place of the required one (1) year from Date of Deed;

vii) the City being able to terminate the existing Farm Lease on the property; and

b) an initial building coverage of 11.5% in place of the required 15%, BE ACCEPTED.

2. Property Acquisition – 2497 Bradley Avenue – Industrial Land Purchase Strategy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the acquisition of the property municipally known as 2497 Bradley Avenue, located on the south side of Bradley Avenue east of Veteran's Memorial Parkway, further described as Part Lots 4 and 5, Concession 2, in the former Township of Westminster as in 95415; save and except 145868, 440691 in the City of London, County of Middlesex, being PIN 81970162 and Part Lots 4 and 5, Concession 2, in the former Township of Westminster, as in 95415; save and except 145868, 440691, Part 1, Plan ER951197 and Part 1, Plan ER1062040, subject to an easement as in WU47110 together with an easement as in 145868, in the City of London, County of Middlesex, being PIN 081970279, as outlined on the sketch attached hereto as Appendix "C", containing as area of approximately 70.1 acres, for the purpose of the

development of the future Innovation Park Phase V, the following actions be taken:

a) the offer (the "Agreement") submitted by Henry John Esler and Jo-Ann Marie Esler (the "Vendors") to sell the subject property to the City, for the sum of $4,241,050, which Agreement is attached as Appendix "D", subject to the following conditions, BE ACCEPTED:

i) the City having until October 16, 2019 to examine title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders of deficiency notices affecting the Property;

ii) the City having until October 16, 2019 to carry out geotechnical, soil, water, species at risk, and environmental tests satisfactory to the City;

iii) the City having until October 16, 2019 to satisfy itself in its sole and absolute discretion as to the archaeological outcome of the Property;

iv) the City having until October 16, 2019 to satisfy itself with the Storm Water Management plan and approvals for a new road crossing along the Hydro One transmission corridor;

v) the City having until October 16, 2019 to obtain, at its expense, the appropriate amendments to the Official Plan and Zoning By-Law necessary for the Purchase to develop and use the property for an industrial use;

vi) the City agreeing to accept on title to the Property an easement in favour of Union Gas;

vii) the Vendors having the option of entering into a Residential Tenancy Agreement for a maximum of two (2) years from the date of the Completion Date as referenced in Schedules "B" and "C" of the Agreement;

viii) the Vendors having the right to harvest the summer/fall 2019 crop prior to November 30th 2019 and entering into a farm lease agreement from January 1, 2020 until December 31, 2023 as referenced in Schedule "D" of this Agreement with a first right of refusal to enter into a yearly farm lease agreement thereafter;

ix) Upon acceptance of this Agreement, the Vendors entering into a farm lease agreement with the City for the lands at 2531 Bradley Ave beginning May 1, 2019 and ending December 31, 2023 as referenced in Schedule "E" of this Agreement. Pending the closing of this transaction, the Vendors having a first right of refusal to enter into a yearly farm lease agreement thereafter;

x) the City preparing and its expense a reference plan describing the property;

xi) the City agrees to reimburse reasonable legal fees associated with the preparation and closing of this transaction; and

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

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lewis
Seconded by: M. van Holst

That Introduction and First Reading of Bill No.'s 152 to the revised Bill No. 166, excluding Bill No. 155, and the Added Bill No.'s 167 and 168 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

At 7:20 PM, Councillor P. Van Meerbergen leaves the meeting.

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

That Second Reading of Bill No.'s 152 to the revised Bill No. 166, excluding Bill No. 155 and the Added Bill No.'s 167 and 168, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No.'s 152 to the revised Bill No. 166, excluding Bill No. 155 and the Added Bill No.'s 167 and 168, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

At 7:24 PM, Councillor P. Van Meerbergen enters the meeting.

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

That Introduction and First Reading of Added Bill No. 155 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (2): S. Turner, and A. Kayabaga

Motion Passed (13 to 2)

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

That Second Reading of Added Bill No. 155 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (2): S. Turner, and A. Kayabaga

Motion Passed (13 to 2)

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

That Third Reading and Enactment of Added Bill No. 155 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (2): S. Turner, and A. Kayabaga

Motion Passed (13 to 2)

Motion made by: S. Turner
Seconded by: M. van Holst

That Introduction and First Reading of the Bill No. 169 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): M. Cassidy, J. Morgan, and A. Hopkins

Motion Passed (12 to 3)

Motion made by: S. Turner
Seconded by: S. Hillier

That Second Reading of the Bill No. 169 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): M. Cassidy, J. Morgan, and A. Hopkins

Motion Passed (12 to 3)

Motion made by: E. Peloza
Seconded by: S. Turner

That Third Reading and Enactment of the Bill No. 169 BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (3): M. Cassidy, J. Morgan, and A. Hopkins

Motion Passed (12 to 3)

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

-

Bill No. 152By-law No. A.-7839-118	A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of April, 2019. (City Clerk)
Bill No. 153By-law No. A.-7840-119	A by-law to authorize and approve an Agreement between The University of Western Ontario, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement. (2.4/8/CWC)
Bill No. 154By-law No. A.-7841-120	A by-law to authorize and approve a Memorandum of Understanding between 9003711 Canada Inc. operating as Green Shields Energy (“GSE”), and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding. (2.5/8/CWC)
Bill No. 155By-law No. A.-7842-121	A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7405-156, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”. (2.6/10/CSC)
Bill No. 156By-law No. A.-7843-122	A by-law to approve and execute a Development Charges deferred payment agreement between The Corporation of the City of London and the Italian Seniors’ Project, and to authorize the Mayor and City Clerk to execute the agreement. (2.8/10/CSC)
Bill No. 157By-law No. CPOL.-389-123	A by-law to adopt a new Council Policy entitled Corporate Asset Management Policy. (2.1/12/SPPC)
Bill No. 158By-law No. CPOL.-390-124	A by-law to repeal Council Policy related By-Law No. CPOL.-283-274 being “London Community Grants Policy” and replace it with a new Council policy entitled “London Community Grants Policy”. (2.2/12/SPPC)
Bill No. 159By-law No. PS-113-19033	A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2/8/CWC)
Bill No. 160By-law No. S.-6002-125	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway, “as widening to Huron Street, east of Highbury Avenue North” and “as widening to Huron Street, west of Highbury Avenue North.” (City Surveyor - for the purposes of establishing the following Lands as public highway)

Bill No. 161By-law No. Z.-1-192737	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1196 Sunningdale Road West. (2.2/7/PEC)
Bill No. 162By-law No. Z.-1-192738	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1395 Riverbend Road. (2.3/7/PEC)
Bill No. 163By-law No. Z.-1-192739	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3425 Emily Carr Lane. (3.2/7/PEC)
Bill No. 164By-law No. Z.-1-192740	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2170 Wharncliffe Road South. (3.3/7/PEC)
Bill No. 165By-law No. Z.-1-192741	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1201 Huron Street. (3.5/7/PEC)
Bill No. 166By-law No. Z.-1-192742	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6682 Fisher Lane. (3.7/7/PEC)
Bill No. 167By-law No. A.-7844-126	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Synergis Tooling and Machining Inc., for the sale of the City owned industrial land described as Part 1, Plan 33R-19843, in the City's Innovation Park, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)
Bill No. 168By-law No. A.-7845-127	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Henry John Esler and Jo-Ann Marie Esler, for the acquisition of property located at 2497 Bradley Avenue, in the City of London, for industrial land strategy development, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/10/CSC)
Bill No. 169By-law No. Z.-1-192743	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 536 and 542 Windermere Road. (3.8/7/PEC)

14. Adjournment

Motion made by: M. Salih
Seconded by: M. van Holst

That the meeting adjourn.

Motion Passed

The meeting adjourns at 7:28 PM.

_____

Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

Council

Minutes

The 9th Meeting of City Council
April 9, 2019, 4:00 PM

Present:	Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier
Also Present:	A. Barbon, B. Card, S. Corman, B. Coxhead, S. Datars Bere, J. Fleming, G. Kotsifas, L. Livingstone, D. MacRae, P. McKague, C. Saunders, M. Schulthess, S. Stafford, J. Taylor

The meeting is called to order at 4:04 PM, with all Members present, except Councillor P. Squire.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 3.1 of the 10th Report of the Strategic Priorities and Policy Committee as it relates to Strategies SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

Councillor S. Turner also notes that he considered Item 2.7 of the 5th Report of the Community and Protective Services Committee, having to do with the expansion of Naloxone Kits to Fire Services, as his employer, the London Middlesex Health Unit (MLHU) has some involvement in this matter and determined that as there is no pecuniary interest with respect to his employer, that he would not be disclosing a pecuniary interest in this matter.

Councillor P. Van Meerbergen discloses pecuniary interests in the following matters:

a) Item 3.1 of the 10th Report of the Strategic Priorities and Policy Committee, as it relates to Strategies SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

b) Item 2.2 of the 5th Report of the Community and Protective Services Committee, having to do with the 1st Report of the Childcare Advisory Committee, by indicating that is wife operates a daycare.

Councillor S. Lehman discloses a pecuniary interest in Item 3.1 of the 10th Report of the Strategic Priorities and Policy Committee as it relates to Strategy GOE-21, having to do with London's downtown, by indicating that he is a member of the London Downtown Business Association.

2. Recognitions

2.1 Community Contributions Made by Students

His Worship the Mayor recognizes the community contributions made by students attending London's post-secondary educational institutions, His Worship the Mayor and Members of Council welcomes and recognizes representatives of the Students' Councils from Western University, Huron University College, Brescia University College, King's University College and Fanshawe College

University Students' Council, Western University: Mitchell Pratt, President and, Bardia Jalayer, President-Elect

Huron University College Students' Council: Inam Teja, President and, Christianne Morrison, President-Elect

Brescia University College Students' Council: Mikaila Hunter, President

King's University College Students' Council: Hadia Fiaz, President and, Jessica Afara, President-Elect

Society of Graduate Students, Western University: Mary Blake Bonn, President and, Jina Kum, President-Elect

Fanshawe Student Union: Jahmoyia Smith, President and, Abdullah Qassab, President-Elect

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: M. van Holst
Seconded by: A. Hopkins

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

4.1. Labour Relations or Employee Negotiations/Solicitor-Client Privileged Advice
A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.1/9/CSC)

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

The Council rises and goes into Council, In Closed Session, at 4:16 PM, with Mayor E. Holder in the Chair and all Members present, except Councillor P. Squire.

The Council, In Closed Session, rises at 4:20 PM and Council reconvenes at 4:22 PM, with Mayor E. Holder in the Chair and all Members present, except Councillor P. Squire.

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

5.1 8th Meeting held on March 26, 2019

Motion made by: P. Van Meerbergen
Seconded by: M. Cassidy

That the Minutes of the 8th Meeting, held on March 26, 2019, BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (14 to 0)

6. Communications and Petitions

6.1 Councillor M. van Holst - High-Occupancy Vehicle (HOV)

Motion made by: M. van Holst
Seconded by: P. Van Meerbergen

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

6.1 Councillor M. van Holst - High-Occupancy Vehicle (HOV)

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, and S. Hillier

Nays: (1): A. Kayabaga

Motion Passed (13 to 1)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 7th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 7th Report of the Civic Works Committee BE APPROVED, with the exception of Item 11 (5.3).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and 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) 4th Report of the Cycling Advisory Committee

Motion made by: S. Lehman

That it BE NOTED that the 4th report of the Cycling Advisory Committee from its meeting held on March 20, 2019, was received.

Motion Passed

3. (2.2) Bostwick Road Realignment Environmental Study Report

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Bostwick Road Realignment Municipal Class Environmental Assessment:

a) the Bostwick Road Realignment Environmental Study Report prepared by Parsons Inc., and dated March 21, 2019 BE ACCEPTED;

b) a Notice of Study Completion for the project BE FILED with the Municipal Clerk; and,

c) the Environmental Study Report BE PLACED on the public record for a 30 day review period, it being noted that revised maps related to this matter, were received. (2019-E05)

Motion Passed

4. (2.3) Southdale Road West and Bostwick Road Improvements Environmental Study Report

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Southdale Road West / Bostwick Road Improvements Environmental Assessment:

a) the Southdale Road West / Bostwick Road Improvements Municipal Class Environmental Study Report prepared by Aecom Canada Ltd., and dated March 23, 2019 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. (2019-E05)

Motion Passed

5. (2.4) RFP 19-03 Tree Inventory Update

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the Tree Inventory Update:

a) that approval hereby BE GIVEN to enter into a one year contract with two additional option years for Tree inventory Update to Davey Tree Expert Co. of Canada, Limited, 500 – 611 Tradewind Drive, Ancaster, Ontario, L9G 4V5; at a total cost of $517,000 (excluding HST);

b) the financing for this purchase BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 2, 2019;

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

d) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval; 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. (2019-E04)

Motion Passed

6. (2.5) Single Source Procurement Material Recover Facility Old Corrugated Cardboard Screen Upgrade

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Single Source Procurement, Material Recovery Facility Old Corrugated Cardboard Screen Upgrade:

a) that approval BE GIVEN to exercise the single source provisions section 14.4 (d)(e) of the Procurement of Goods and Services Policy for purchase and installation of new mechanical components (screen deck disk screens and ancillary equipment) to upgrade the existing old corrugated cardboard screen at the Material Recovery Facility for a cost greater than $50,000;

b) the single source negotiated price BE ACCEPTED to hire Miller Waste Systems Inc., to purchase and install new mechanical components (screen deck disk screens and ancillary equipment) to upgrade the existing old corrugated cardboard screen at the Materials Recovery Facility for a total estimated price of $140,416.01 (excluding HST);

c) the financing for this purchase BE RELEASED as set out in the Source of Financing Report as appended to the staff report dated April 2 2019, conditional that satisfactory terms and conditions can be negotiated and approved;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase and the reallocation of the necessary capital funds; and,

e) 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. (2019-F17)

Motion Passed

7. (2.6) 2014 - 2018 Community Energy Action Plan - Final Update

Motion made by: S. Lehman

That, on the recommendation of the Director of Environment, Fleet and Solid Waste, the report dated April 2, 2019 related to the conclusion of the 2014-2018 Community Energy Action Plan activities, BE RECEIVED for information. (2019-E17)

Motion Passed

8. (2.7) Development of the Next Community Energy Action Plan (CEAP) 2019 - 2023

Motion made by: S. Lehman

That, on the recommendation of the Director, Environment, Fleet and Solid Waste, the next steps for the development of the 2019-2023 Community Energy Action Plan, as presented in

the report dated April 2, 2019, BE RECEIVED for information. (2019-E17)

Motion Passed

9. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters list as of March 25, 2019, BE RECEIVED.

Motion Passed

10. (5.2) 3rd Report of the Transportation Advisory Committee

Motion made by: S. Lehman

That it BE NOTED that the 3rd Report of the Transportation Advisory Committee, from its meeting held on March 26, 2019, was received.

Motion Passed

At 4:36 PM, Councillor P. Squire enters the meeting.

11. (5.3) High-Occupancy Vehicle (HOV) in Next Transportation Master Plan (TMP) Update

Motion made by: S. Lehman

That HOV lanes BE ASSESSED at a network level in the next update to the Transportation Master Plan; it being noted that they provide a potential new option for transit prioritization; it being further noted that the communication dated March 30, 2019 from Councillor M. van Holst with respect to this matter, was received.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (5): M. Cassidy, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Motion Passed (10 to 5)

8.2 5th Report of Community and Protective Services Committee

Motion made by: M. Cassidy

That the 5th Report of the Community and Protective Services Committee BE APPROVED, with the exception of Item 3 (2.2).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 3rd Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

That the 3rd Report of the London Housing Advisory Committee Report, from its meeting held on March 13, 2019, BE RECEIVED.

Motion Passed

4. (2.4) Museum London Operating Endowment Fund Trust Agreement (Relates to Bill No. 142)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) authorize and approve the Declaration and Agreement of Trust, as appended to the above-noted by-law, between The Corporation of the City of London, the Museum London Foundation and Museum London; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-F11A)

Motion Passed

5. (2.5) London Heritage Council Agreement 2019 - 2023 (Relates to Bill No. 143)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) approve the Purchase of Service Agreement, as appended to the above-noted by-law, to be entered into between the London Heritage Council and The Corporation of the City of London, regarding the operation and administration of the Community Heritage Investment Program (CHIP) and other historical and cultural services; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-R01)

Motion Passed

6. (2.6) Reaching Home: Canada's Homelessness Strategy - Community Entity – Designated Communities Funding Agreement (Relates to Bill No. 144)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

a) authorize and approve the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada and The Corporation of the City of London;

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

c) delegate the Managing Director, Housing, Social Services and Dearness Home the authority to approve any further Amendments to the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement if the Amendments are substantially in the form of the above-noted Funding Agreement;

d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any Amendments to the Reaching Home: Canada's Homelessness Strategy Community Entity Designated Communities Funding Agreement;

e) delegate the Managing Director, Housing, Social Services and Dearness Home the authority to undertake all the administrative, financial and reporting acts, including signing authority, regarding application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the above-noted Funding Agreement;

f) authorize and approve the template Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement, as appended to the above-noted by-law, to be entered into between the City of London and such entities who have been selected for funding for their sub-projects in accordance with the City's Funding Agreement with Canada;

g) delegate the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to insert the necessary details into the above-noted Sub-Project Funding Agreement and to approve such agreements, provided that the agreements do not require additional funding or are provided for in the City's current budget, and do not increase the indebtedness or contingent liabilities of the City; and,

h) delegate the Managing Director, Housing, Social Services and Dearness Home, or written designate, the authority to execute the above-noted Sub-Project Funding Agreements. (2019-S14)

Motion Passed

7. (2.7) Expansion of Naloxone Kits to Fire Services (Relates to Bill No. 145)

Motion made by: M. Cassidy

That, on the recommendation of the Fire Chief, with the concurrence of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to Naloxone kits:

a) the Fire Chief BE AUTHORIZED to make available Naloxone kits on London Fire Apparatus for sue by London Fire Fighters as part of the response program; and,

b) the proposed by-law, as appended to the staff report dated April 1, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to:

i) approve the Community Collaboration Agreement for Naloxone Kits Distribution, as appended to the above-noted by-law, between the Middlesex-London Health Unit and the London Fire Department; and,

ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-S08)

Motion Passed

8. (2.3) Property Standards Related Demolitions (Relates to Bill No. 147)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the ~~attached~~ revised proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on April 9, 2019, to approve the demolition of abandoned buildings at the municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street, in the City of London and that the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act; it being noted that a delegation from T. Cuzzocrea was received with respect to this matter. (2019-P10D)

Motion Passed

9. (3.1) Unsanctioned and Unsafe Street Parties Policy Amendments - Public Nuisance By-law - Cost Recovery

Motion made by: M. Cassidy

That the Unsanctioned and Unsafe Street Parties Policy Amendments – Public Nuisance By-law and Cost Recovery item

BE REFERRED back to the Civic Administration for consultation with stakeholders and a report back to the Community and Protective Services Committee meeting to be held on May 28, 2019, with an accompanying in camera report to also be provided regarding legal advice; it being noted that the ~~attached~~ presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, was received with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding this matter.

Motion Passed

10. (3.2) 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 3rd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on March 21, 2019:

a) the following actions be taken with respect to menstrual products distribution free of charge:

i) the Civic Administration BE DIRECTED to provide free menstrual products (pads and tampons) in all public-facing City of London facilities and report back at a future meeting of the Community and Protective Services Committee (CPSC) with respect to the cost associated with this;

ii) the Civic Administration BE REQUESTED to explore the option of providing free menstrual products in all remaining City of London facilities, as a pilot project, and report back at a future meeting of the CPSC with respect to the cost associated with this; and,

iii) delegation status BE GRANTED to R. Hussain, M. Sereda and R. Ettinger to speak at the April 1, 2019 Community and Protective Services Committee meeting with respect to this matter;

b) the ~~attached~~ 2018 Work Plan for the Diversity, Inclusion and Anti-Oppression Advisory Committee, BE RECEIVED; and,

c) clauses 1.1, 2.1, 2.2, 4.1, 5.1, 5.2 and 6.1 b), BE RECEIVED.

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at March 25, 2019, BE RECEIVED.

Motion Passed

3. (2.2) 1st Report of the Childcare Advisory Committee

Motion made by: M. Cassidy

That the 1st report of the Childcare Advisory Committee, from its meeting on March 19, 2019, BE RECEIVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): P. Van Meerbergen

Motion Passed (14 to 0)

8.3 9th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 9th Report of the Corporate Services Committee BE APPROVED, with the exception of Item 4 (2.2).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Declare Surplus - Portion of City-Owned Property at 723 Lorne Avenue

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to a portion of City-owned land located at 723 Lorne Avenue, described as Part of Lots 1- 8, 11, Part of “A” and “B”, Block “I”, Plan 296 (3rd), further described as Parts 2, 3 and 4, Plan 33R20314, containing an area of approximately 1.84 acres (7,429.08 m2), as shown on Schedule “A” appended to the staff report date April 2, 2019, the following actions be taken:

a) the subject property BE DECLARED SURPLUS;

b) the subject property (“Surplus Lands”) BE DISPOSED OF in compliance with the City’s Sale and Other Disposition of Land Policy via Request for Proposal;

c) an evaluation criteria for determining the successful proponent to ensure that submissions generally implement the development concept included in Schedule C, as appended to the

staff report dated April 2, 2019, BE INCLUDED in the Request for Proposal; and

d) evaluation criteria for determining the successful proponent to ensure that the design of development is consistent with “Section 4.5.1 Design Guidelines for New Buildings” of the Old East Heritage Conservation District – Conservation and Design Guidelines, BE INCLUDED in the Request for Proposal.

Motion Passed

3. (2.3) Joint Use and Maintenance Agreement - Westminster Ponds (Relates to Bill No. 146)

Motion made by: J. Morgan

That, on the recommendation of the Assistant City Solicitor, the proposed by-law appended to the staff report dated April 2, 2019 BE INTRODUCED at the Municipal Council meeting on April 9, 2019, to authorize an Agreement among The Corporation of the City of London, London Health Sciences Centre, St. Joseph’s Health Care, London and Reforest London, substantially in the form attached to the staff report dated April 2, 2019 and to the satisfaction of the City Solicitor, and to authorize the Mayor and the City Clerk to execute the said Agreement.

Motion Passed

5. (3.1) Tax Adjustment Agenda

Motion made by: J. Morgan

That the recommendations contained in the Tax Adjustment Agenda dated April 2, 2019 BE APPROVED; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Motion Passed

6. (3.2) Apportionment of Taxes

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the taxes on the blocks of land described in the Schedules appended to the staff report dated April 2, 2019 BE APPORTIONED as indicated on those Schedules, pursuant to Section 356 of the *Municipal Act, 2001*; it being noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Motion Passed

7. (4.1) London Convention Centre 2018 Operational Results

Motion made by: J. Morgan

That the transfer of 100% of the 2018 London Convention Centre Operational surplus, in the amount of $193,000 based upon the 2018 Unaudited Financial Statements, to the London Convention Centre Capital Reserve held by the City of London, BE APPROVED.

Motion Passed

8. (5.1) Board of Directors - Federation of Canadian Municipalities

Motion made by: J. Morgan

That the following actions be taken with respect to the communication dated March 25, 2019 from Councillor J. Morgan regarding standing for election to the Federation of Canadian Municipalities' Board of Directors and his associated expenses:

a) the following resolution BE ADOPTED:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the prestige required to carry the municipal message to the federal government;

WHEREAS FCM's Annual Conference and Trade Show will take place May 30 to June 2, 2019, during which time the Annual General Meeting will be held and followed by the election of FCM's Board of Directors;

BE IT RESOLVED that the Council of The Corporation of the City of London endorses Councillor Josh Morgan to stand for election on FCM's Board of Directors for the 2019/2020 term;

BE IT FURTHER RESOLVED that Councillor J. Morgan be reimbursed by The Corporation of the City of London, outside his annual expense allocation, for his campaign expenses in seeking re-election to the Board of Directors, in an amount of up to $500, upon submission of eligible receipts; and

BE IT FURTHER RESOLVED that Council assumes all costs associated with Councillor Josh Morgan attending FCM's Board of Directors meetings, the FCM Annual Conference and AGM and the Trade Show, during the 2019/2020 term;

b) in the event Councillor Morgan is elected to the Board of Directors, the related expenses to attend the following meetings BE ASSUMED by the City of London, outside of his annual expense allocation, subject to the annual budget approval process and in accordance with Council's Travel & Business Expenses Policy:

Board of Directors Meeting - September 10-13, 2019 - Waterloo/Kitchener,ON

Board of Directors Meeting - November 26-29, 2019 – Ottawa, ON

Board of Directors Meeting - March 3-6, 2020 – Saint-Hyacinthe, QC

Motion Passed

4. (2.2) Annual Meeting Calendar

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the annual meeting calendar appended to the staff report dated April 2. 2019 for the period January 1, 2020 to December 31, 2020 BE APPROVED; it being noted that reports from Regular SPPC meetings would move forward to a subsequent Council meeting, and not the Council meeting scheduled for the following day;

it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

Motion made by: J. Helmer
Seconded by: A. Kayabaga

That the annual meeting calendar for the period January 1, 2010 to December 31, 2020 BE REFERRED back to the City Clerk for further review and refinement to address the timeliness of the reporting out of Strategic Priorities and Policy Committee Reports to Municipal Council.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

8.4 10th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 10th Report of the Strategic Priorities and Policy Committee BE APPROVED, with the exception of Item 2 (3.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that the following pecuniary interests were disclosed:

a) Councillor S. Turner discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

b) Councillor P. Van Meerbergen discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

c) Councillor S. Lehman discloses a pecuniary interest in Strategy GOE-21, having to do with London's downtown, by indicating that he is a member of the London Downtown Business Association.

Motion Passed

2. (3.1) Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

That the following actions be taken with respect to the Council's Strategic Plan 2019-2023:

a) the staff report dated April 1, 2019 entitled: "Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Costs Estimates", BE RECEIVED;

b) the communication from Anova and London Abused Women's Centre entitled "Strategic Area of Focus: Creating a Safe London for Woman and Girls", BE RECEIVED;

c) the ~~attached~~ (Appendix "A") revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, with the exception of BSC-20, SOC-12, SOC-13, and GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

d) the revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, as related to SOC-12 and SOC-13, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

e) the revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, as related to GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion; and

f) that BSC-20 BE REFERRED to the April 8, 2019 Strategic Priorities and Policy Committee meeting for discussion;

it being noted that the ~~attached~~ (Appendix "B") presentation from the Managing Director, Neighbourhood, Children & Fire Services was received.

Motion made by: J. Helmer

The motion to approve parts a), b), c), and f) is put.

Parts a), b), c) and f) read as follows:

That the following actions be taken with respect to the Council's Strategic Plan 2019-2023:

a) the staff report dated April 1, 2019 entitled: "Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Costs Estimates", BE RECEIVED;

b) the communication from Anova and London Abused Women's Centre entitled "Strategic Area of Focus: Creating a Safe London for Woman and Girls", BE RECEIVED;

c) the ~~attached~~ (Appendix "A") revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, with the exception of BSC-20, SOC-12, SOC-13, and GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

f) that BSC-20 BE REFERRED to the April 8, 2019 Strategic Priorities and Policy Committee meeting for discussion;

it being noted that the ~~attached~~ (Appendix "B") presentation from the Managing Director, Neighbourhood, Children & Fire Services was received.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

The motion to approve part d) is put.

Part d) reads as follows:

d) the revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, as related to SOC-12 and SOC-13, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion;

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (2): P. Van Meerbergen, and S. Turner

Motion Passed (13 to 0)

Motion made by: J. Helmer

the motion to approve part e) is put.

Part e) reads as follows:

e) the revised "Draft Outcomes, Expected Results, Strategies and Metrics" BE APPROVED, as related to GOE-21, and forwarded to the April 8, 2019 Strategic Priorities and Policy Committee meeting for further discussion; and

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

9. Added Reports

9.1 8th Report of Council, In Closed Session

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

1. Execution of Collective Agreement for Service Employees International Union Local 1 Canada Full-Time and Part-Time Office Workers Bargaining Unit – January 1, 2017 to December 31, 2018

That, as a procedural matter pursuant to Section 239 (6) of the Municipal Act, 2001, the following recommendation be forwarded to Council, for deliberation and a vote in public session:

That, on the recommendation of the Managing Director, Corporate Services and Chief Human Resources Officer, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2017 to 2018, appended as Appendix "C" to the staff report dated April 2, 2019, pursuant to the Interest Arbitration Award dated July 10, 2018 (Appendix "A"), between The Corporation of the City of London and Service Employees International Union Local 1 Canada.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: J. Helmer
Seconded by: E. Peloza

That Introduction and First Reading of Bill No.'s 141 to 150, and the Added Bill No. 151, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Second Reading of Bill No.'s 141 to 150, and the Added Bill No. 151, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Third Reading and Enactment of Bill No.'s 141 to 150, and the Added Bill No. 151, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

Bill No. 141 By-law No. A.-7832-107	A by-law to confirm the proceedings of the Council Meeting held on the 9 th day of April, 2019 (City Clerk)
Bill No. 142 By-law No. A.-7833-108	A by-law to approve the Declaration and Agreement of Trust between the Museum London Foundation, Museum London and The Corporation of the City of London. (2.4/5/CPSC)
Bill No. 143 By-law No. A.-7834-109	A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreement. (2.5/5/CPSC)
Bill No. 144 By-law No. A.-7835-110	A by-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada under Reaching Home: Canada's Homelessness Strategy; and, to approve a template Sub-Project Funding Agreement, and to delegate authority to execute the Agreements. (2.6/5/CPSC)
Bill No. 145 By-law No. A.-7836-111	A by-law to approve the Agreement between The Corporation of the City of London and Middlesex-London Health Unit for distribution of naloxone kits for use by firefighters in providing first aid services. (2.7/5/CPSC)
Bill No. 146 By-law No. A.-7837-112	A by-law to authorize an Agreement among The Corporation of the City of London, London Health Sciences Centre, St. Joe's Health Care, London, and Reforest London, and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/9/CSC)
Bill No. 147 By-law No. B.-97-113	A by-law to approve demolition of abandoned buildings with municipal addresses of 315 Oakland Avenue, 271 William Street, 200 Adelaide Street North and 533 Piccadilly Street under the Property Standards provisions of the Building Code Act. (2.3/5/CPSC)
Bill No. 148 By-law No. S.-6000-114	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway (as widening to Dearness Drive, north of Bradley Avenue). (City Surveyor - pursuant to Consent B.052/17 and in accordance with Zoning By-law Z-1)
Bill No. 149 By-law No. S.-4037(a)-115	A by-law to amend By-law No. S.-4037-219 entitled, "A by-law to permit Martin Gehl to maintain and use a boulevard parking area upon the road allowance for 243 Victoria Street, City of London." (City Clerk)
Bill No. 150 By-law No. S.-6001-116	A by-law to repeal and replace By-law No. S.-5997-78 entitled, "A by-law to rename a portion of LA Stradella to La Stradella Gate; to rename a portion of Middlewoods to Middlewoods Drive; to rename a portion of Tallwood to Tallwood Circle and to rename a portion of The Birches to The Birches Place, effective July 1, 2019." (City Clerk)

Bill No. 151 By-law No. A.-7838-117 (ADDED)	A by-law to approve and authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Service Employees International Union Local 1 Canada Full-time and Part-Time Office Workers Bargaining Unit. (6.1/9/CSC)

14. Adjournment

Motion made by: M. Salih
Seconded by: P. Van Meerbergen

That the meeting be adjourned.

Motion Passed

The meeting adjourned at 5:01 PM.

_____

Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

Petition to Declare a Climate Emergency in the city of London, Ontario

Petition summary and background	In light of the impending peril caused by climate change, we believe that drastic action is required
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to declare a climate emergency

536&542 WINDERMERE RD.

Re-zoning Application (Z-8945)
2492222 Ontario Inc.

1

Presentation to City Council (distributed)

Charles Spina, 9 Lavender Way (Ward 5)

2

Order

- **Introduction**
- Observations and Conclusions
- Summation

3

Spina Residence Proximity to Subject Lands

4

Order

- Introduction
- **Observations and Conclusions**
- Summation

5

Zelinka Priamo Planning Justification Report Statements

July 2018

Mitigation of Adverse Impacts

In the context of infill and intensification developments, adverse impacts are typically considered to be loss of privacy, noise, and the visual impacts of site development (including any shadowing). Privacy will be maintained through the use of landscaping, retention of trees, fencing, and lack of windows, as noted above. There is no reasonable expectation that the proposed development would generate noise beyond what would typically be expected from a residential development. The visual impacts of the proposed development are minimal given the height of the proposed buildings and proposed landscape and fencing treatments. Lighting for

This is a correct statement

6

Zelinka Priamo Planning Justification Report Statements

July 2018

Privacy

Mitigation of Adverse Impacts

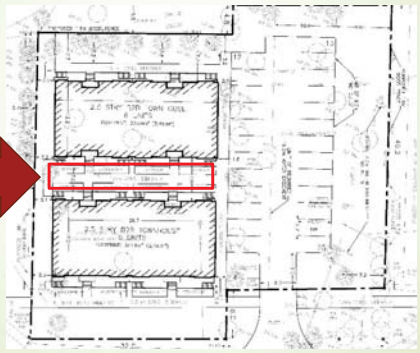
In the context of infill and intensification developments, adverse impacts are typically considered to be loss of privacy, noise, and the visual impacts of site development (including any shadowing). Privacy will be maintained through the use of landscaping, retention of trees, fencing, and lack of windows, as noted above. There is no reasonable expectation that the proposed development would generate noise beyond what would typically be expected from a residential development. The visual impacts of the proposed development are minimal given the height of the proposed buildings and proposed landscape and fencing treatments. Lighting for

The right generic privacy conservation strategies, but marginally effective because of the scale challenges inherent in the building dimensions

7

Neighbours' Privacy is an issue for sure, but what about the Occupants' Privacy?

Privacy?



Charles Spina

8

Zelinka Priamo Planning Justification Report Statements

July 2018

Noise

Mitigation of Adverse Impacts

In the context of infill and intensification developments, adverse impacts are typically considered to be loss of privacy, noise, and the visual impacts of site development (including any shadowing). Privacy will be maintained through the use of landscaping, retention of trees, fencing, and lack of windows, as noted above. There is no reasonable expectation that the proposed development would generate noise beyond what would typically be expected from a residential development. The visual impacts of the proposed development are minimal given the height of the proposed buildings and proposed landscape and fencing treatments. Lighting for

There is every reason to expect noise 24/7. The reasons are identified in a following slide.

Charles Spina

9

There is a Huge Leap from R1 to R5

Current Zoning
Zone: Residential R1 (R1-6) Zone
Permitted Uses: single detached dwellings
Height: maximum 10.5 metres

Requested Zoning
Zone: Residential R5 (R5-7(_)) Zone
Permitted Uses: cluster townhouse dwellings and cluster stacked townhouse dwellings
Special Provision(s): reduced front yard depth minimum of 2.1 metres and reduced interior side yard depth minimum (westerly) of 1.7 metres
Residential Density: maximum 60 units per hectare
Height: maximum 12 metres

Charles Spina

10

The 536/542 Discourse has been Exclusively Site-Based

- The issue is **occupant density**, yet it has ben given scant attention, despite the high probability that this will end up being a 60-unit complex. Nobody wants to talk about it, even though it is the single most important quality of life factor
- City staff may not have clear statutory authority to consider this deterministic variable, but Council does, and it has precedents to support it:
  - London Zoning By-law Z.-1 (Section 2 – Definitions) restricts the number of bedrooms allowed in certain areas. Why? To control the number of people residing on the property.
  - The OBC establishes the max. number of persons per "sleeping room" at "2"
- Doing the math for Windermere: **60 bedrooms X 2=120**.
- **We could see anywhere from 60-120 people on this site during evening hours vs. 10 if these remained R-1 properties**

Charles Spina

11

R5-7 Deviations

(this list, prepared by staff, was useful, but it is only marginally relevant)

BY-LAW RESTRICTIONS	REQUIRED	AS SHOWN ON PLAN
(a) Use	Townhouses stacked townhouses	Back-to-back townhouses
(b) Lot Area (m^2)	1,000 sq m	2,771 sq m
(c) Lot Frontage (m)	30.0m	57.7m
(d) Front Yard (m)	8.0m	*2.1m
(e) Rear Yard (m)	6.0m	6.0m
(f) Interior Yard (m)	4.5m / 4.5m	*1.7m / +20m
(g) Exterior Yard (m)	N/A	N/A
(h) Landscaped Open Space	30%	48%
(i) Lot Coverage	45%	29%
(j) Height (m)	12.0m	~9m

Charles Spina

12

The Not-So-Obvious Consequences of Hyper intensification…..

and over reliance on the infill mantra to justify all manner of deviation from R1 prescriptions

Selected impacts within a defined 300-metre radius →

Charles Spina

13

Direct Impact Radius

(Assume 60-120 Residents)

People thinking that Angus is an access road to Windermere. A logical assumption, because it used to be open to Windermere And cars still com down looking for an exit despite the no exit sign .

Charles Spina

14

Direct Impact Radius

(Assume 60-120 Residents)

People will park behind the property on Orkney and on Angus, then take the existing Walkway through to Windermere.

They are welcome to use the walkway, but the streets? Will they have a choice, given shortage of parking on the property?

Charles Spina

15

Direct Impact Radius

(Assume 60-120 Residents)

Charles Spina

16

Direct Impact Radius

(Assume 60-120 Residents)

Charles Spina

17

Direct Impact Radius

(Assume 60-120 Residents)

Charles Spina

18

Direct Impact Radius

(Assume 60-120 Residents)

Charles Spina

19

Let's Depart from the Correct Baselines

- These are R1 properties today
- If this application for R5/(R5-7) were to be successful, it would allow 60 units/hectare by right
- The site plan proposes :.60 units on .277 hectare
- Arithmetic: 60/.227=**216 units/hectare**
- **Deviation from R5 =+300%**

Charles Spina

20

Let's not be handcuffed by the Vernacular. Is this a case of…….

- **"Intensification"....or Oversaturation?**

One causes the other

- **"Infill".....or Overflow?**

Charles Spina

21

Order

- Introduction
- Observations and Conclusions
- **Summation**

Charles Spina

22

Why is the City making these trade-offs? It can certainly transact better deals than this one

1. Reduced surrounding $ assessment base i.e. tax yield
2. Fire and police costs
3. The other identified consequences

For the City

1. Major deviations from R-5
2. Projected 20-25% low-risk ROI (10 year NPV horizon)

For the investor

Author's note: I would be happy to share the cost/benefit model with anyone who wants to see it

Charles Spina

23

Summation

- This is not a residential development, it is a commercial development escaping designation as such by the zoning, "infill" and "intensification" vagaries and ambiguities
- It is to be expected in such an environment that a developer would want to resolve ambiguity in its favour by forcing the most revenue capacity into the site plan
- Not surprisingly, the ROI for this project, based on a **short, ten-year cash NPV period/horizon is 20-25%;** higher when you push out the horizon
- When all financial and non-financial costs are accounted for, there is **net negative value to the City**
- **Recent questionable site project executions**, respectfully stated, give me cause for concern about this one

Charles Spina

24

Half-Baked

Richmond and Hillview

Charles Spina

25

Half-Dressed

Centre St.

Charles Spina

26

Half-Hearted

Head scratcher cinder block infill

Richmond and Oxford

Charles Spina

27

Half Back

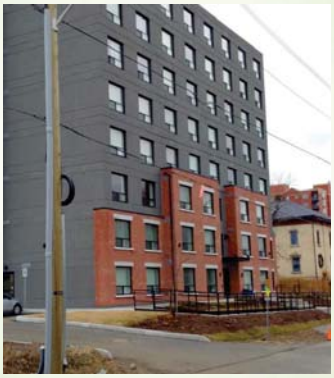
Richmond St., South of the Bridge. Siting error, causing standing/stopping obstructions……. and that really odd lane squiggle

Charles Spina

28

Half-Dressed (re-visited)

Centre St.



Charles Spina

29

Undressed!

New build.
Location: Does it Matter?

Weathered flake/wafer board

Charles Spina

30

Summation

- This is not a residential development, it is a commercial development escaping designation as such by the zoning, "infill" and "intensification" vagaries and ambiguities
- It is to be expected in such an environment that a developer would want to resolve ambiguity in its favour by forcing as much revenue capacity into the site plan
- The ROI for this project, based on a **short, ten-year cash NPV period/horizon** is 20-25%; higher when you push out the horizon
- When all financial and non-financial costs are accounted for, there is **net negative value to the City**
- Questionable planning, approvals and projection execution gives one cause for concern

This application should be denied.

Charles Spina

THANK YOU

From: Tony Mara
Subject: Important Information re: ZBA application Z-8945
Date: April 14, 2019 at 5:36:20 PM EDT
To: "Hopkins, Anna" <ahopkins@london.ca>

Councillor Hopkins,

In preparation for the public meeting at this Monday's PEC meeting, related to ZBA application Z-8945, I feel compelled to share some important information with you. This information is relevant to the pending ZBA decisions regarding Z-8945, and vitally important to our concerns regarding this development application, which still exist after the latest revisions.

I apologize in advance for the length of this communication, however, if you are willing to take the time to review this information, I am confident you will find it useful for Monday's PEC meeting.

1. Inaccurate information within the tree report and tree preservation plan:
- Trees along western property line impacting westerly interior side yard setback

Hedge #3: Mistaken identification and positioning:
The consultant for the developer has supplied city staff with inaccurate information. What is described in the tree report as Emerald Cedar Hedge is in fact a grouping of trees (see attachment #1,2)
Also, this grouping of trees/"hedge" is incorrectly shown on the tree plan as being located on the property of 536 Windermere Rd (look at the image of vegetation located in the south-west section of the tree plan, along the westerly property line, but on the 536 Windermere Rd side - identified as 3 - attachment #3 for close up). These trees are located close to the property line but in fact, fully located on the 123 Orkney property (see attachment #4)

The lower branches of these trees have been pruned significantly (see attachment #4), not making it possible to use drip line to evaluate critical root zone. In the tree report, the diameter at breast height (DBH) of these trees range from 7 - 14cm (as of May 2018). One of these trees was measured on April 5, 2019 with a DBH of 14.6cm. As per Schedule C (Pg 21) of the City of London's Tree Protection By-law (see attachment #5), for trees with a DBH of 15cm (rounded up, as per instructions) the critical root zone shall be 3.2m. This particular tree is located almost directly on the property line. With a minimal 3m setback from the westerly property line to the foundation of the new building, the critical root zone of these trees may be compromised.

Tree protection zones - a moving target:
In the first tree preservation plan, the tree protection zone was shown as only 0.5m from the westerly property line, not even sufficient separation space to clear all of the canopy coverage for these trees on the 123 Orkney Cres side, and which are indicated to be preserved in the tree

report. This tree preservation zone was provided in support of a 1.7m interior side yard setback originally requested by the application (see attachment #6).
In the latest tree preservation plan, with a 3m interior side yard setback, this tree protection zone is now shown at 1m from the westerly property line (see attachment #7).
It seems that the tree protection zone is a moving target which moves to suit the interior side yard setback the applicant is requesting. My understanding is that the tree preservation report with the indicated tree protection zone is supposed to direct setback requirements, not the other way around.

The tree protection zones are established based on the drip line of these trees, represented on the tree plan as the outer range of each tree's canopy. A majority of the trees along the property line adjoining 123 Orkney Cres and 536 Windermere Rd, and located on the property of 123 Orkney Cres have had their lower branches/boughs pruned (see attachment #8,9). These are all Coniferous trees where the largest component of their canopy would be located closest to ground level, unless the canopy has been managed through pruning/trimming. As per Schedule C (Pg 21) of the City of London's Tree Protection By-law (see attachment #5), "If any drip line cannot be measured, the alternate dimension shown in the Table below shall be used". Based on the table within Schedule C, and using the DBH measurements already provided within the tree report, the critical root zone for the group of trees #6 through #18 is, should be extended by as much as an additional 2m in order to avoid impacting these trees during construction.

As mentioned above under "Hedge #3", this grouping of trees is not correctly represented on the tree preservation plan and is not taken in to consideration when establishing a proper tree protection zone. Also as mentioned above, the critical root zone, as determined using DBH method and the table within Schedule C of the tree preservation by-law, these trees would require a tree protection zone NO LESS THAN 3m from the westerly property line.

One last point regarding the inaccurate information provided to staff within the tree report and plan. The canopy measurements (which establishes drip line) for several of the trees in close proximity of the westerly property line of 536 Windermere Rd is incorrect and not reflective of the real situation. Using tree #10 as an example. On the tree report, tree #10 has the largest DBH of any tree in this area, but a smaller canopy measure. This appears to be because the canopy was measured on the side towards 536 Windermere Rd. As per the city's tree preservation by-law "The Critical Root Zone is measured horizontally and radially in all directions from the outside bark at the base of the trunk. For tree #10 and several other trees in this area, the canopy is much more developed on the westerly side of the tree, away from the property line. For tree #10, recent measurements establishes the drip line at 3.3m (report indicates a canopy/drip line of 2m. Based on DBH (30cm in tree report, 34cm by recent measurement) and per Schedule C table, the critical root zone for tree #10 should be 4.8m. The drip line for this tree is indicated on the tree preservation plan as being well within the 1m tree protection zone, when in fact the critical root zone extends almost 3.5m beyond the property line on the 536 Windermere side and more than 2m beyond the current tree protection zone indicated in the latest revised tree plan. With a minimal 3m interior side yard setback, the roots of tree #10 will be compromised.

Based on the evidence provided here, I hope you agree that the current tree preservation plan, and the associated tree protection zone should not considered when forming an opinion regarding matters related to ZBA application Z-8945, especially the westerly interior side yard setback.

2. Problems with the building design related to below grade amenity spaces:

There are several issues with the design of the proposed development, which you are being asked to consider re-zoning this site based on, especially as it relates to the recommended special provisions. One specific example: below grade "amenity spaces". Section 2.6 of the City of London's Site Plan Control By-law regulates Private Outdoor Space for Residential Development (beginning at the bottom of Pg 19 - see attachment #10).

2.6.3 c) Privacy:
- Separation between a private outdoor space and adjacent uses should be sufficient to define the territorial boundaries between these uses. This can be accomplished by distance separation or screening.
- Where screening alone is used to provide separation between abutting on grade privacy areas, this screening should be at least 1.8 m (6 feet) high.

As can be seen on the revised site plan, space has been reserved in front of the amenity spaces attached the the south face of the southern building - towards Windermere Rd. However, this space is located mostly beyond the new property line which means landscaping required to provide privacy for these amenity spaces will be planted on city of London land (see attachment #11). Additionally, if you look at the amenity spaces attached to the north face of the northern building - towards 127 Orkney Cres, there is NO space indicated for landscaping to separate these amenity spaces from the walkway (see attachment #12). The required separation/privacy screening is missing from this area.

2.6.3 d) Parking Separation:
- Common parking lots should not be closer than 3 m (9.8 feet) to a private outdoor space.
- Private outdoor spaces which are more than 1 m (3 feet) lower than a common parking lot should be separated by not less than 7.5 m (25 feet) with appropriate screening and by not less than 15 m (50 feet) without appropriate screening
- Parking spaces should be oriented so that headlights and fumes are not directed towards the private outdoor space by using a parallel parking arrangement or by screening with planting or fencing.

As indicated on the applicant's site plan (original and latest revised), there is only a 1.8m separation distance between the closest amenity spaces and the common parking lot, with no available space for screening or the increased separation distance required by the site plan control by-laws (see attachment #13). With the development limitations due to the water main easement on the eastern portion of the site, there does not appear to be a way available for this development to meet these site plan approval requirements. These parking spaces are also oriented such that headlights and fumes are directed towards multiple amenity spaces.

While these issues are principally site planning matters, they do serve to question whether this is a valid concept worth considering for a re-zoning determination.

Thank you for your time and diligent consideration of these matters.

Best regards

Tony Mara
127 Orkney Crescent

Summary of Attachments:
1. Picture of south-west perimeter trees from sidewalk on Windermere Rd, facing north
2. Close up picture of south-west perimeter trees from sidewalk on Windermere Rd, facing north
3. Original tree preservation plan with close up of hedge #3
4. View of south-west trees designated as hedge #3, confirming location on property of 123 Orkney Cres. Also showing extensive pruning of lower branches
5. London's Tree Preservation By-law, Schedule C (Pg 21)
6. Original tree preservation plan with close up of west trees and recommended tree protection zone at 0.5m
7. Revised tree preservation plan (March 2019) with close up of west trees and recommended tree protection zone at 1m
8. Pictures of trees #8,9,10,11,12 from tree preservation report on 123 Orkney Cres property
9. Pictures of trees #16,17,18 from tree preservation report on 123 Orkney Cres property
10. London's Site Plan Control By-law, Section 2.6
11. Revised site plan (January 2019) with close up of front amenity spaces and reserved space for landscaping
12. Revised site plan (January 2019) with close up of rear amenity spaces and NO reserved space for landscaping
13. Revised site plan (January 2019) with close up of east side amenity spaces and proximity to common parking area

From: Tony Mara
Sent: Wednesday, April 17, 2019 11:03 PM
To: Saunders, Cathy <csaunder@london.ca>
Subject: [EXTERNAL] Letter to council re: ZBA application Z-8945

Hi Cathy,

Please include the following letter (see attached) with the agenda for city council's meeting next Tuesday, April 23rd.

Thanks

Tony Mara

City of London Councillors,

You will be asked to make a determination regarding ZBA application Z-8945. I would like to offer you some points to consider:

1. This is not the usual case of the community saying no to any development.
   - We have accepted the basic re-zoning and have not fought the concept of development on this site
   - We are simply asking for some controls on the amount of development - by providing adequate buffer space between the adjacent properties and this significantly more populous development - buffer space sufficient to protect and preserve the trees along the perimeter of the adjacent properties
2. Our primary ask is to require the standard R5 by-law rules to be followed regarding the westerly interior side yard setback.
   - Is this really asking so much? To stick to the standard rules as laid out in the by-law?
     - There are several trees on the adjacent property to the west, located close to the property line and which may be compromised if the building is built too close to the property line.
     - The staff recommendation is a 3m side yard setback. We have provided evidence that the critical root zone of these trees extend beyond this limit.
     - When 3m is not just 3m. A question to ask: How much closer to the property line do you need to excavate in order to establish the wall of the building 3m from the property line.
     - Are planning staff's recommendations regarding a side yard setback less than the zoning standard supported by policy? The planning staff have not provided any specific reference to policy or section of the zoning by-law that supports this specific recommendation.
       - Will a decision based on this staff recommendation survive an appeal?
3. Our secondary ask is for strong language to direct site planning to protect and preserve the perimeter trees in close proximity of the adjacent properties.
4. One additional request for consideration - to limit the front yard encroachment to no closer than the standard allows. The developer is asking to be allowed to place the front amenity spaces, extending out from the building to as close as 0.2m (20cm - 8 inches) from the front property line. The public side walk will be little more than 1m away from these amenity spaces, which is not the intent, as outlined in the site plan control by-law (see attached image).
   - The London Plan calls for maintaining and "activating" the streetscape. We understand this and not fighting the requested reduced front yard setback of 2.1m, which corresponds with the current defined street face along Windermere Rd.
   - This is a popular, well trafficked pedestrian area - and only sidewalk available on Windermere Rd. To allow portions of the buildings to be place so close to the public realm is not appropriate and does not represent the character of the area/neighbourhood, or a positive representation of London's development standards. it goes too far, or in this case, too close. The standard allowable encroachment is 1.2m. Why not maintain the standards?

5. Some additional points to consider about this site and the application before you:
   - While total space for these combined properties measures .278 hectares, because of the easement along the eastern side of the site to protect a major city water main, the developable space is reduced to 0.165 hectares. A 32% reduction!
     - Both buildings must fit on to one of these lot spaces.
     - The reason for the multiple requests for setback relief is directly related to the density the developer is seeking for this compromised site. You will be told that they have given on their initial density requests. What you won't be told is that their original request was beyond reasonable for the site and the area, compelling staff to reduce the zoning designation to a lower density
     - You will be told that the developers have reduced their building footprint by as much as 20%. What you will not be told is that the total "envelope" which defines the amount of the lot space required for this multiple building development has not changed much at all, even after reducing the # of units 25%. Essentially, the only reduction in the total "envelope" / lot space consumed is 1.7m - through an increased rear yard setback.
     - Which means that this development still imposes a similar impact relative to our adjacent properties, especially the property to the west where the side yard setbacks remain at 3m (to the building wall) from the property
   - You will be told that this side yard setback should be no big deal because there are no windows proposed for the end walls facing this adjacent property to the west. This is not accurate. This is not your standard side yard setback. While no windows are contemplated at this time time for the end walls directly facing the property to the west, the separation space between the buildings where primary entrances and significant glazing (windows) and "private" amenity spaces are planned are directly in line of site with the home and yard of the adjacent property. These entrances, windows and amenity spaces are relevant and need to be given additional consideration when weighing the appropriate side yard setback (see attached image).
     1. Incidentally, the standard R5 zoning rules for a side yard setback to a wall with windows is a minimum 6m.

Staff, the PEC or council have not been presented with an overwhelming, compelling reason to support this specific development application. While it does represent infill development with increased density, no one seems to be considering if it will be a positive addition to the Windermere area or the city, as currently proposed.

Councillors, you are stewards our our city. Part of your responsibility is to look out for the best interests of our city and our neighbourhoods. It is your duty to serve as an assessor and arbiter of new development in our city - a final check and balance to ensure that the city's planning staff's recommendations are in the best interest of the city and the individual neighbourhoods. If not, what is the purpose of having a planning committee or even council voting on these zoning amendment applications?

We have presented significant and compelling evidence to support our request to maintain the zoning standards for the side yard setback as well as the importance of establishing a buffer sufficient to protect and preserve the perimeter trees.

We are not asking you to ask you to say no to this development out right. We are asking you to establish the limits on what does fit on this specific site, and in such a way that it will, as best as possible, fit within the context of the adjacent properties and surrounding neighbourhood.

Thank you for your consideration

Tony Mara

From: c mcalister
Sent: Monday, April 15, 2019 11:37 AM
To: Cassidy, Maureen <mcassidy@london.ca>
Subject: [EXTERNAL] Windermere

Good morning Maureen, thank you so much for your feedback.

This evening Council is discussing a neighbouring development: may I give our opinion on that matter,please?
Maybe you would be so kind as to pass it on.

We are very concerned with the type of development planned for the Windermere location,opposite Spencer Hall. The developers show a grave lack of understanding of community building, it seems, preferring to maximize their own financial returns, over the interests our neighbourhood.

Somehow developers here get away with so much, by simply using a little urban 'jargon',such as infill.

There can be good redevelopment and bad redevelopment and they both fall under the category of infill:

1.The suggested design is dreadful. (Can we not appeal to developers to incorporate architect design?)

2.The number of units is excessive and

3.the well established trees are essential to the character of this community, as well as our city.

4.The many passers-by enjoy it as much as the locals. This is our city.

5.Are the developers even aware,for example,of the great attraction presented by the garden directly next door to the proposed plan? Many drive by especially to see the wonderful flowers that the owner grows with considerable and constant effort.
Do they really think it's alright to put a monument of ugliness next door?

6.Change is difficult; it is not , however, change that is the problem here but rather the lack of quality of what is planned to replace the existing situation.

It is very hard for Council to be caught in the middle of these types of decisions, so thank you for taking the time to consider everything.

Thank you so much,
Christiane McAlister

Corporate Services Committee
Report

10th Meeting of the Corporate Services Committee
April 16, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillors M. Cassidy, A. Hopkins, E. Peloza, S. Turner and M. van Holst; A.L. Barbon, B. Card, I. Collins, J. Davies, J. Freeman, M. Galczynski, G. Kotsifas, S. Mathers, C. McIntosh, J. Millson, K. Murray, A. Ostrowski, C. Saunders, S. Spring, J. Stanford, B. Warner, B. Westlake-Power and P. Yeoman.

The meeting is called to order at 12:32 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Helmer
Seconded by: A. Kayabaga

That items 2.3, 2.5, 2.6 and 2.7 BE APPROVED.

Yeas: (5): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.3 2018 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Compliance Report in accordance with the Procurement of Goods and Services Policy:

a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of $100,000 or more in a calendar year, included as Appendix “A” to the staff report dated April 16, 2019, BE RECEIVED for information;

b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than $100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, included as Appendix “B” to the staff report dated April 16, 2019, BE RECEIVED for information;

c) the list of administrative contract awards for Tenders with a value up to $3,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, included as

Appendix “C” to the staff report dated April 16, 2019, BE RECEIVED for information;

d) the City Treasurer, or delegate, BE DELEGATED authority to at any time refer questions concerning compliance with the Procurement of Goods and Services Policy to the City’s internal auditor; and,

e) the City Treasurer, or delegate, BE AUTHORIZED to ratify and confirm completed awards or purchases between $15,000 and $50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

Motion Passed

2.5 City of London Days at Budweiser Gardens - United Way Elgin & Middlesex

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the City Clerk and in accordance with Council’s City of London Days at Budweiser Gardens Policy, the request from the United Way Elgin & Middlesex to host the annual United Way Campaign Launch & 3M Harvest Lunch on September 18, 2019 BE APPROVED as a City of London Day at Budweiser Gardens.

Motion Passed

2.6 Integrity Commissioner Agreement

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Solicitor, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

a) the staff report, dated April 16, 2019, entitled “Integrity Commissioner Agreement” BE RECEIVED;

b) the proposed by-law appended to the staff report dated April 16, 2019 as Appendix “A” being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7405-156, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London” BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019; and,

c) the City Clerk BE DIRECTED to make the necessary arrangements to have the Mayor and the Clerk execute the Agreement referenced in b) above.

Motion Passed

2.7 City of London / Western Fair Association Lands - Archaeological Study

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Director, Financial Services and the Manager of Realty Services, the following actions be taken with respect to the City of London/Western Fair Association Lands Archaeological Study:

a) the Civic Administration BE AUTHORIZED to contribute 50% of the costs related to the archaeological fieldwork and its associated repairs for work done on lands jointly owned by the City of London and the Western Fair Association as outlined in the staff report dated April 16, 2019; and

b) the financing of this project BE APPROVED in accordance with the "Source of Financing Report" appended to the above-noted staff report.

Motion Passed

2.1 2018 Year-End Capital Monitoring Report

Moved by: A. Kayabaga
Seconded by: J. Helmer

Approve items 2.1 and 2.2 as follows:

2.1 2018 Year-End Capital Monitoring Report

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Year-End Capital Monitoring Report:

a) the above-noted Report, dated April 16, 2019, BE RECEIVED for information; it being noted that the life-to-date capital budget represents $1.7 billion with $1.3 billion committed and $0.4 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;

b) the status updates of active 2015 life-to-date capital budgets (2015 and prior) having no future budget requests, attached as Appendix "B" to the staff report dated April 16, 2019, BE RECEIVED for information;

c) the following actions be taken with respect to the completed capital projects identified in Appendix "C" appended to the staff report dated April 16, 2019, which have a total of $11.9 million of net surplus funding:

i) the capital projects included in the above-noted Appendix "C" BE CLOSED; and,
ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in part c) i), above;

Rate Supported

A) pay-as-you-go funding of $218,017 BE TRANSFERRED to capital receipts;
B) authorized debt financing of $309,708 BE RELEASED resulting in a

reduction of authorized, but unissued debt;
C) uncommitted reserve fund drawdowns of $8,411,629 BE RELEASED from the reserve funds which originally funded the projects;

Non-Rate Supported

D) uncommitted reserve fund drawdowns of $1,934,391 BE RELEASED from the reserve funds which originally funded the projects;
E) authorized debt financing of $280,478 BE RELEASED resulting in a reduction of authorized, but unissued debt;
F) other net non-rate supported funding sources of $696,778 BE ADJUSTED in order to facilitate project closings; and,

d) the funding for the Grand Theatre's $2 million request previously approved by Municipal Council BE RECEIVED for information.

2.2 2018 Operating Budget Year-End Monitoring Report - Property Tax, Water, Wastewater and Treatment Budgets

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2018 Operating Budget Year-End Monitoring Report:

a) the 2018 Operating Budget Year-End Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets BE RECEIVED for information; it being noted that an overview of the net corporate positions are outlined below, noting that the year-end positions include the contributions to reserves listed in items b) to d):

i) Property Tax Supported Budget surplus is $6.0 million as identified by the Civic Administration, Boards and Commissions;
ii) Water Rate Supported Budget position is balanced at year-end;
iii) Wastewater & Treatment Rate Supported Budget surplus is $3.2 million;

b) the following contributions to reserves, in accordance with the Council approved Surplus/Deficit Policy, BE RECEIVED for information:

i) $3.0 million to the Operating Budget Contingency Reserve;
ii) $3.0 million to the Water Budget Contingency Reserve;
iii) $2.2 million to the Wastewater Budget Contingency Reserve;

c) the request to fund the 2018 London & Middlesex Community Housing operational deficit of $35,284, which has been included in the above noted surplus of $6.0 million, BE APPROVED (see Appendix E for Letter of Request, appended to the staff report dated April 16, 2019);

d) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to contribute $3.0 million of the $6.0 million surplus from the Property Tax Supported Budget to the Industrial DC Incentive Program Tax-Supported Reserve Fund;

e) the contribution of $3,945,235 ($3,381,174 – Property Tax Supported; $226,196 – Water; and $337,865 – Wastewater & Treatment) to the Efficiency, Effectiveness and Economy Reserves in 2018 BE RECEIVED for information; and

f) the allocation of the remaining surplus from the Property Tax Supported Budget, Water Rate Supported Budget, and Wastewater & Treatment Rate Supported Budget in accordance with the Council approved Surplus/Deficit Policy BE RECEIVED for information;

it being noted that the reported year-end surplus is subject to completion of the financial statement audit.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.4 Elected Officials and Appointed Citizen Members - 2019 Remuneration

That the following actions be taken with respect to 2019 remuneration:

a) notwithstanding the “Remuneration for Elected Officials and Appointed Citizen Members” policy NO ACTION BE TAKEN with respect to the 2019 remuneration for elected officials; and,

b) the remuneration and stipends for appointed citizen members of local boards and commissions BE ADJUSTED in accordance with the existing, above-noted policy, for the year 2019.

Motion Passed

Voting Record:

Moved by: J. Helmer
Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the City Clerk, the 2018 remuneration for elected officials and appointed citizen members of local boards and commissions, where stipends are paid, BE ADJUSTED by 2.3% over 2018 effective January 1, 2019, in keeping with Council Policy, “Remuneration for Elected Officials and Appointed Citizen Members” adopted by By-law No. CPOL.-70(a)-408.

Yeas: (3): J. Helmer, A. Kayabaga, and S. Hillier

Nays: (3): J. Morgan, P. Van Meerbergen, and E. Holder

Motion Failed (3 to 3)

Moved by: J. Morgan
Seconded by: E. Holder

That the following actions be taken with respect to 2019 remuneration:

a) notwithstanding the “Remuneration for Elected Officials and Appointed Citizen Members” policy NO ACTION BE TAKEN with respect to the 2019 remuneration for elected officials; and,

Yeas: (4): J. Morgan, P. Van Meerbergen, S. Hillier, and E. Holder

Nays: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 2)

Moved by: J. Morgan
Seconded by: E. Holder

b) the remuneration and stipends for appointed citizen members of local boards and commissions BE ADJUSTED in accordance with the existing, above-noted policy, for the year 2019.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.8 Development Charges Deferred Payment Agreement Italian Seniors' Project - 1090 Hamilton Road

Moved by: J. Helmer
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, with the concurrence of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the following actions be taken:

a) the proposed by-law included on the added agenda, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to:

i) approve a Development Charges Deferred Payment Agreement ("Schedule 1") under Section 27 of the *Development Charges Act* between The Corporation of the City of London and Italian Seniors' Project (located at 1090 Hamilton Road), it being noted that the deferred payment agreement is supported for the following reasons:

A) the development is wholly affordable housing units that are funded through Federal, Provincial and Municipal contributions;
B) the development cannot secure funding required to pay Development Charges until such time as building construction has commenced;
C) the period of deferral is less than one year;
D) the deferred payment agreement is an interim measure pending the possible introduction of incentives related to Development Charges payable for affordable housing; and
E) the financial position of the Municipality will be protected under the deferred payment agreement; and,

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

b) the Civic Administration BE DIRECTED to prepare a policy for Council consideration regarding deferred payment agreements under Section 27 of the *Development Charges Act*.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Council Member's Expense Account Policy

Moved by: E. Holder
Seconded by: S. Hillier

That the Governance Working Group BE DIRECTED to undertake a fulsome review of the Council Member's Expense Account Policy, including the amount of the annual allocation, during its review in the first quarter of 2020; it being noted that the Corporate Services Committee received a communication dated April 4, 2019 from Councillor E. Peloza with respect to this matter.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Corporate Services Committee Public Deferred Matters List

Moved by: J. Helmer
Seconded by: A. Kayabaga

That the Corporate Services Committee Deferred Matters List, as of April 8, 2019, BE RECEIVED.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: P. Van Meerbergen
Seconded by: J. Helmer

That the Corporate Services Committee convene In Closed Session for the purpose of considering the following:

6.1 Land Disposition/Solicitor-Client Privileged Advice

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

6.2 Solicitor-Client Privileged Advice

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

6.3 Land Acquisition/Solicitor-Client Privileged Advice

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

6.4 Land Acquisition/Solicitor-Client Privileged Advice

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

6.5 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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.

6.6 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; 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.

6.7 Solicitor-Client Privileged Advice/ Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City/Position, Plan Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to solicitor client privilege; a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

6.8 Litigation/Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications, reports, advice or recommendations of officers and employees of the Corporation necessary for that purpose and directions to officers and employees of the Corporation pertaining to the Municipal Employee Indemnification By-law.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convened In Closed Session from 2:23 PM to 2:50 PM.

7. Adjournment

The meeting adjourned at 2:51 PM.

Civic Works Committee

Report

8th Meeting of the Civic Works Committee
April 16, 2019

PRESENT: Councillors P. Squire (Chair), M. van Holst, S. Lewis, S. Lehman, E. Peloza

ABSENT: Mayor E. Holder
ALSO PRESENT: T. Copeland, G. Gauld, G. Irwin, S. King, D. MacRae, S. Maguire, S. Mathers, C. McIntosh, K. Oudekerk, P. Shack, S. Spring, J. Stanford and B. Westlake-Power

The meeting was called to order at 4:03 PM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. van Holst
Seconded by: S. Lehman

That all items except 2.2, BE APPROVED.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 Fanshawe Park Road and Richmond Street Intersection Detailed Design and Tendering - Appointment of Consulting Engineer

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Fanshawe Park Road and Richmond Street intersection improvements:

a) Dillon Consulting Limited BE APPOINTED Consulting Engineers for the detailed design and tendering at an upset amount of $596,167 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-A05)

Motion Passed

2.3 Contract Award - Tender No. RFT 19-43 - 2019 Infrastructure Renewal Program Contract No. 3 - Waterloo Street (Oxford Street East to Grosvenor Street)

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contracts for the 2019 Infrastructure Renewal Program Contract #3 – Waterloo Street (Oxford Street East to Grosvenor Street) reconstruction project:

a) the bid submitted by L82 Construction Ltd. at its tendered price of $3,687,977.82, (excluding HST), BE ACCEPTED; it being noted that the bid submitted by L82 Construction Ltd. was the lowest of nine bids received and meets the City's specifications and requirements in all areas;

b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of $248,534.00, (excluding HST), in accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT19-43); and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

2.4 Update and Next Steps for the London Waste to Resources Innovation Centre

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste the following actions be taken with respect to the London Waste to Resources Innovation Centre:

a) the proposed by-law, as appended to the staff report dated April 16, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to;

i) authorize and approve Agreement between The Corporation of the City of London and The University of Western Ontario;

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

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with executing the above noted Agreement;

c) the Civic Administration BE AUTHORIZED to promote the role, contribution and opportunities to grow the London Waste to Resources Innovation Centre through its relationship with Western University, with existing businesses that have signed Memorandums of Understanding with the City of London, and with new businesses and organizations looking for opportunities in the broad field of resource recovery, creating resources from materials that would normally be discarded, and reducing materials that require disposal; and,

d) the Civic Administration BE DIRECTED to report annually to the Civic Works Committee on the activities and actions taken through the London Waste to Resources Innovation Centre including a status on the operating structure and financial matters. (2019-E07)

Motion Passed

2.5 Memorandum of Understanding with Green Shields Energy as Part of the London Waste Resources Innovation Centre

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the support of the Director, Environment, Fleet and Solid Waste, the proposed by-law as appended to the staff report dated April 16, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to:

a) authorize and approve a Memorandum of Understanding between 9003711 Canada Inc. operating as Green Shields Energy (“GSE”) and The Corporation of the City of London and,

b) authorize the Mayor and the City Clerk to execute the Memorandum of Understanding authorized and approved in part a), above. (2019-E07)

Motion Passed

2.6 Environmental Programs Annual Overview Update

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Director – Environment, Fleet and Solid Waste, the following actions be taken with respect to the Environmental Programs Annual Overview Update :

a) the report dated April 16, 2019 BE RECEIVED for information; and,

b) the report BE FORWARDED to the Advisory Committee on the Environment (ACE) for information. (2019-C06A)

Motion Passed

2.7 Vauxhall Wastewater Treatment Plant (WWTP) Flood Protection - Additional Dewatering Costs

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the construction contract for flood protection measures at Vauxhall Wastewater Treatment Plant (WWTP):

a) the value of the engineering consulting fees for AECOM Limited BE INCREASED by $75,000 including contingency, due to increased efforts related to the project extension;

b) the value of the engineering consulting fees for Dillon Limited BE INCREASED by $40,000.00 to restore contingency that had previously been reallocated; and,

c) the financing for the projects BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 16, 2019. (2019-E21)

Motion Passed

2.8 Upper Thames River Conservation Authority and City of London - Schedule B Municipal Class Environmental Assessment - Notices of Study Completion

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the report entitled Upper Thames River Conservation Authority and City of London- Schedule B Municipal Class Environmental Assessment- Notice of Study Completion BE RECEIVED for information. (2019-E21)

Motion Passed

2.9 Pincombe Drain Stormwater Management Facility No. 3 Budget Adjustment

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Pincombe Drain Stormwater Management Facility #3 (ESSWM-PD3):

a) the budget adjustment to increase Development Charges funding for above noted project ESSWM-PD3 in the amount of $935,200 BE APPROVED, for a revised overall budget total in the amount of $3,502,200; and,

b) the financing for the above noted increase BE APPROVED in accordance with the Sources of Financing Report as appended to the staff report dated April 16, 2019. (2019-E03)

Motion Passed

2.10 Contract Award - Tender T19-21 - Colonel Talbot Sanitary Sewer and Forcemain Installation

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and subject to receipt of requisite regulatory approvals, the following actions be taken with respect to the award of contract for the Colonel Talbot Pumping Station Sanitary Sewer and Forcemain construction project:

a) the bid submitted by Omega Contractors Inc. at its tendered price of $6,404,243.82 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Omega Contractors Inc. was the lowest of five bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract relating to this project (Tender 19-21); 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. (2019-E01)

Motion Passed

2.11 Audible Pedestrian Pushbutton Equipment Irregular Result

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the Audible Pedestrian Pushbutton Equipment Irregular Result:

a) the irregular bid submitted by Tacel Ltd. at its tendered price of $215,250.00 (excluding H.S.T.) BE ACCEPTED, in accordance with the Procurement of Goods and Services Policy Section 8.10 Irregular Result, part b and Section 13.2 part b;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT19-25); and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2019-T07)

Motion Passed

2.12 Contract Award - T19-42 Arterial Road Rehabilitation Project Contract No. 2

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the 2019 Arterial Road Rehabilitation Project Contract No. 2:

a) the bid submitted by Dufferin Construction Company at its submitted tendered price of $5,735,706.55 (excluding HST), for the said project BE ACCEPTED; it being noted that the bid submitted by Dufferin Construction Company was the lowest of two (2) bids received and meets the City's specifications and requirements in all areas;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (Tender 19-42); 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. (2019-T04)

Motion Passed

2.13 Consultant Supervision Engineering Services Award - 2019 Infrastructure Renewal Program - Wistow Street Reconstruction Project

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting supervision services for the 2019 Infrastructure Renewal Program Wistow Street reconstruction project:

a) Stantec Consulting BE AUTHORIZED to carry out the resident inspection and contract administration services, including geotechnical services for the said project in accordance with the estimate, on file, at an upset amount of $294,230.20 including contingency, (excluding HST), in accordance with Section 15.2 (g) of the City of London’s Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated April 16, 2019;

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 or issuing a purchase order for the work to be done; 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. (2019-T04)

Motion Passed

2.14 Comments on Environmental Registry of Ontario (ERO) - Reducing Litter and Waste in our Communities - Discussion Paper

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the comments as appended to the staff report dated April 16, 2019, BE ENDORSED and BE SUBMITTED to the Ministry of the Environment, Conservation and Parks' Environmental Registry of Ontario posting (013-4689) titled Reducing Litter and Waste in Our Communities: Discussion Paper. (2019-E07)

Motion Passed

2.15 Huron Industrial Storm Management Facility Municipal Class Environmental Assessment - Notice of Completion

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Huron Industrial Stormwater Management Facility Environmental Assessment:

a) the preferred outfall improvement alternative, executive summary appended to the staff report dated April 16, 2019, BE ACCEPTED in accordance with the Schedule 'B' Municipal Class Environmental Assessment process requirements;

b) a Notice of Completion BE FILED with the Municipal Clerk; and,

c) the Municipal Class Environmental Assessment Schedule 'B' project file for the Huron Industrial Stormwater Management Facility BE PLACED on public record for a 30-day review period. (2019-E03)

Motion Passed

2.16 Cooperative Purchase Tender Award - Supply and Delivery of Diesel, Biodiesel and Gasoline - Elgin, Middlesex, Oxford Purchasing (EMOP) Co-operative

Moved by: M. van Holst
Seconded by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services andCity Engineer, the following actions be taken with respect to the supply and delivery of diesel, biodiesel and gasoline:

a) Fleet Services and Purchasing and Supply BE AUTHORIZED to continue as a member of the Elgin, Middlesex, Oxford Purchasing (EMOP) Cooperative for the supply and delivery of diesel, Biodiesel and Gasoline;

b) the recommendation from the London Transit Commission to EMOP members for the Supply and Delivery of Diesel, Biodiesel and Gasoline be awarded to Suncor/Petro Canada, 2489 North Sheridan Way Mississauga, Ontario L5K 1A8 for five (5) years with two(2) one(1) year option terms, as appended to the staff report dated April 16, 2019, BE ACCEPTED;

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

d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order relating to the subject matter of this approval. (2019-V01A)

Motion Passed

2.2 Amendments to the Traffic and Parking By-law

Moved by: S. Lewis
Seconded by: E. Peloza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated April 16, 2019, BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019, for the purpose of amending the Traffic and Parking By-law, PS-113. (2019-T02/T08)

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Public Lane Policy Review

Moved by: M. van Holst
Seconded by: S. Lewis

That the following actions be taken with respect to the Redan Public lane:

a) the Civic Administration BE DIRECTED to survey the impacted property owners, with the intent to close the lane and divest the property, at the cost of $1 to each of the property owners and with all other land transfer costs to be assumed by the City; and,

b) that staff BE DIRECTED to report back to Civic Works Committee with recommendations for future potential lane closure subsidies.;

it being noted that the Civic Works Committee received the attached presentation from M. Koch Denomme, with respect to this matter. (2019-T03)

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

4.1 Opt-in Green Bin Service Motion - Councillor M. van Holst

Moved by: E. Peloza
Seconded by: S. Lewis

That the communication from Councillor M. van Holst, dated April 8, 2019, with respect to an Opt-in Green Bin Service, BE RECEIVED.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Confidential

6.1 Litigations/Potential Litigations/Solicitor-Client Privilege Advice/Directions and Instructions to Officers and Employees

Moved by: S. Lewis
Seconded by: S. Lehman

That the Civic Works Committee convene, In Closed Session at 5:29 PM, for the purpose of considering a matter that pertains to potential litigation with respect to Tender T17-04 Vauxhall Wastewater Treatment Plant, including matters before administrative tribunals, affecting the municipality or local board with respect to; advice that is subject to solicitor-client privilege, including communications necessary for that purpose in connection with the work done on Tender T17-04 Vauxhall Wastewater Treatment Plants; directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the Tender T17-04 Vauxhall Wastewater Treatment Plant.

Yeas: (5): P. Squire, M. van Holst, S. Lewis, S. Lehman, and E. Peloza

Absent: (1): E. Holder

Motion Passed (5 to 0)

The Civic Works Committee convened, In Closed Session from 5:29 PM to 5:39 PM.

7. Adjournment

The meeting adjourned at 5:40 PM.

Stericup
Stericup
Stericup
Stericup
Stericup
Stericup
Stericup

OBSL
FUCK YOU

5
PURE
SQUEEZE

Planning and Environment Committee

Report

The 7th Meeting of the Planning and Environment Committee
April 15, 2019

PRESENT:	Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, P. Squire, S. Turner
ABSENT:	Mayor E. Holder
ALSO PRESENT:	I. Abushehada, M. Campbell, B. Debbert, J.M. Fleming, K. Gonyou, P. Kokkoros, C. Lowery, H. Lysynski, D. MacRae, H. McNeely, B. O'Hagan, N. Pasato, M. Pease, L. Pompilii, C. Saunders, J-A. Spence, S. Spring, J. Stanford, M. Sundercock, M. Tomazincic, R. Turk and P. Yeoman

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: M. Cassidy
Seconded by: P. Squire

That Items 2.1 to 2.6, inclusive, and 2.8 BE APPROVED.

Yeas: (4): A. Hopkins, M. Cassidy, P. Squire, and S. Turner

Absent: (2): J. Helmer, and E. Holder

Motion Passed (4 to 0)

2.1 3rd Report of the Trees and Forests Advisory Committee

Moved by: M. Cassidy
Seconded by: P. Squire

That the 3rd Report of the Trees and Forests Advisory Committee, from its meeting held on March 27, 2019, BE RECEIVED for information.

Motion Passed

2.2 Application - 1196 Sunningdale Road West - Removal of Holding Provisions (h and h-100) (H-9026)

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Landea Development Inc., relating to the property located at 1196 Sunningdale Road West, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h*h-100*R1-4) Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (33))

Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (34)) Zone, a Holding Residential R1 Special Provision (h*h-100*R1-4 (35)) Zone, a Holding Residential R1 (h*h-100*R1-13) Zone and a Holding Residential R1 Special Provision (h*h-100*R1-13 (9)) Zone TO a Residential R1 (R1-4) Zone, a Residential R1 Special Provision (R1-4 (33)) Zone, a Residential R1 Special Provision (R1-4 (34)) Zone, a Residential R1 Special Provision (R1-4 (35)) Zone, a Residential R1 (R1-13) Zone and a Residential R1 Special Provision (R1-13 (9)) Zone to remove the h. and h-100 holding provisions. (2019-D09)

Motion Passed

2.3 Application - 1395 Riverbend Road - Removal of Holding Provisions (H-8933)

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to a portion of the lands located at 1395 Riverbend Road, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6/R7 Special Provision (h•h-206•R6-5(42)/R7(22)•D115•H30) Zone TO a Residential R6/R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone to remove the h and h-206 holding provisions. (2019-D09)

Motion Passed

2.4 Application - 660 Sunningdale Road East - Applewood Subdivision - Phase 1B - Special Provisions 39T-09501 - 1B

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the subdivision of land over Part Lot 13, Concession 6, situated on the north side of Sunningdale Road East, west of Adelaide Street North, municipally known as 660 Sunningdale Road East:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the Applewood Subdivision, Phase 1B (39T-09501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 15, 2019 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-D09)

Motion Passed

2.5 Application - 146 Exeter Road - Richardson Subdivision - Phase 1 - Special Provisions 39T-15501

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc., for the subdivision of land over Part of Lots 33 and 34, Concession 2, (former Township of Westminster), situated on the north side of Exeter Road, east of Wonderland Road South, municipally known as 146 Exeter Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Zedcor Inc., for the Richardson Subdivision, Phase 1 (39T-15501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D09)

Motion Passed

2.6 Application - 146 Exeter Road - Richardson Subdivision - Phase 1A - Special Provisions 39T-15501

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited, for the subdivision of land over Part of Lots 34 and 35, Concession 2, (former Township of Westminster), situated on the north side of Exeter Road, east of Wonderland Road South, municipally known as 146 Exeter Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sifton Properties Limited for the Richardson Subdivision, Phase 1A (39T-15501) appended to the staff report dated April 15, 2019 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 15, 2019 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 15, 2019 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions. (2019-D09)

Motion Passed

2.8 Building Division Monthly Report for February 2019

Moved by: M. Cassidy
Seconded by: P. Squire

That the Building Division Monthly Report for the month of February, 2019 BE RECEIVED for information. (2019-A23)

Motion Passed

2.7 Annual Report on Building Permit Fees

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the staff report dated April 15, 2019 entitled "Annual Report on Building Permit Fees" BE RECEIVED for information. (2019-F21)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3. Scheduled Items

3.1 Delegation - S. Levin, Chair, Environmental and Ecological Planning Advisory Committee - 4th Report of the Environmental and Ecological Planning Advisory Committee

Moved by: S. Turner
Seconded by: M. Cassidy

That, the following actions be taken with respect to the 4th Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on March 21, 2019:

a) the Civic Administration BE ASKED to involve the Environmental and Ecological Planning Advisory Committee in the detailed design phase of the Clarke Road Environmental Assessment;

b) the revised Working Group comments appended to the 4th Report of the Environmental and Ecological Planning Advisory Committee, relating to the property located at 348 Sunningdale Road East BE FORWARDED to the Civic Administration for consideration;

c) the Working Group comments appended to the 4th Report of the Environmental and Ecological Planning Advisory Committee, relating to the Meadowlily Woods Environmentally Significant Area Conservation Plan - Phase 1 BE FORWARDED to the Civic Administration for consideration;

d) the following actions be taken with respect to the Environmental and Ecological Planning Advisory Committee Work Plan:

i) the 2019 Work Plan for the Environmental and Ecological Planning Advisory Committee (EEPAC) appended to the 4th Report of the EEPAC BE FORWARDED to the Municipal Council for consideration; and,

ii) the 2018 Environmental and Ecological Planning Advisory Committee (EEPAC) Workplan Summary appended to the 4th Report of the EEPAC BE FORWARDED to the Municipal Council for information.

e) the Civic Administration BE REQUESTED to mail the "Is Your Cat Safe Outdoors" brochure to new homeowners living adjacent to natural heritage areas; and,

f) clauses 1.1, 3.1 to 3.3, inclusive, 4.1, 5.1 a), 5.2, 5.5 to 5.7, inclusive, 6.1 and 6.2, BE RECEIVED for information.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.2 Public Participation Meeting - Application - 3425 Emily Carr Lane (North Portion) - Draft Plan of Subdivision Approval and Zoning By-law Amendment 39T-18506 (Z-8988)

Moved by: S. Turner
Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2557727 Ontario Inc., relating to the property located at 3425 Emily Carr Lane:

a) the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the London Plan and the Official Plan), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a Holding Residential R1 Special Provision (h*h-100*R1-3 (7)) Zone and a Holding Residential R1 Special Provision (h*h-94*h-100*R1-3(7)) Zone to permit single detached dwellings with a 11 metre minimum lot frontage and 300 m^2 minimum lot area;

it being noted that the following holdings provision have also been applied:

- (h) holding provision - to ensure that there is orderly development through the execution of a subdivision agreement and the provision of adequate securities;
- (h-94) holding provision- to ensure that there is a consistent lotting pattern in this area, the “h-94” symbol shall not be deleted until the block has been consolidated with adjacent lands; and,
- (h-100) holding provision - to ensure there is adequate water service and appropriate access, a looped watermain system must be constructed and a second public access must be available to the satisfaction of the City Engineer, prior to the removal of the h-100 symbol;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application by 2557727 Ontario Inc. for draft plan of subdivision relating to the property located at 3425 Emily Carr Lane;

c) the Approval Authority BE ADVISED that the Municipal Council supports issuing draft approval of the recommended plan of residential subdivision, which shows 48 single detached lots, seven (7) part lot blocks and two (2) local public street SUBJECT TO the conditions contained in Appendix "39T-18506" appended to the staff report dated April 15, 2019;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

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

- the recommended residential development is consistent with the Provincial Policy Statement;
- the draft plan conforms to the Neighbourhood designation policies of The London Plan;
- the proposed road and lot pattern is integrated with a future subdivision to the south, and an existing residential subdivision to the east with public road access provided by an extension of Emily Carr Way and Street “A”;
- the recommended zoning and conditions of draft approval will ensure that development of services occurs in an orderly manner; and,
- the recommended development represents good land use planning. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: P. Squire

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins, M. Cassidy, P. Squire, and S. Turner

Absent: (2): J. Helmer, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Turner
Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.3 Public Participation Meeting - Application - 2170 Wharncliffe Road South (TZ-8999)

Moved by: M. Cassidy
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application of Cedar Auto London Limited, relating to the property located at 2170 Wharncliffe Road South, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting on April 23, 2019 to amend Zoning By-law No.

Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-72) Zone for a period not exceeding two (2) years:

it being noted that the owner will use the two (2) year time period to plan for, receive the appropriate approvals, and construct a permanent building to replace the temporary trailer; and,

it being further noted that during the two (2) year time period, City staff will monitor the property to ensure that all site operations are located on the portion of the property that is zoned Holding Arterial Commercial Special Provision/Temporary (h-17·h-142·AC2(11) /T-72) Zone and that there is only one trailer on the site, and that City staff will work with the property owner to establish an appropriate means of delineating the limits for automobile parking;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the recommended extension of the temporary use of a trailer as a temporary sales office for a permitted automobile sales establishment, for a reduced two (2) year period is consistent with the Provincial Policy Statement, 2014;
- the recommended extension for a period of two (2) years conforms to the general intent and purpose of The London Plan, in particular Paragraph 1672 – Temporary Uses, by encouraging the removal of the temporary trailer and its replacement with a permanent structure in accordance with municipal development standards;
- the recommended extension for a period of two (2) years conforms to the general intent and purpose of the 1989 Official Plan, in particular the permitted uses for the Auto-oriented Commercial Corridor, and Section 19.4.5 – Temporary Use By-laws, by allowing a permitted commercial use to continue while encouraging the removal of the temporary trailer and its replacement with a permanent structure in accordance with municipal development standards; and,
- the recommended extension conforms to the general intent and purpose of the Southwest Area Secondary Plan, in particular the permitted uses for the Commercial lands in the Lambeth Residential Neighbourhood Area, which prevails over both the 1989 Official Plan and The London Plan where more detailed or alternative direction is provided in the Secondary Plan. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: M. Cassidy
Seconded by: S. Turner

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.4 Delegation - A. Tipping, Vice-Chair and M. A. Hodge, Advisory Committee on the Environment - 4th Report of the Advisory Committee on the Environment

Moved by: J. Helmer
Seconded by: S. Turner

That, the following actions be taken with respect to the 4th Report of the Advisory Committee on the Environment from its meeting held on April 3, 2019:

a) the following actions be taken with clause 2.1, relating to Chippewas of the Thames First Nations:

i) clause 2.1 BE REFERRED to the City Clerk for consideration with the Advisory Committee review; and,
ii) Government Relations staff BE ASKED to contact the neighbouring First Nations communities to discuss this matter; it being noted that clause 2.1 of the 4th Report of the Advisory Committee on the Environment reads as follows:

"Municipal Council BE REQUESTED to consider creating voting member positions on the Advisory Committee on the Environment and the Environmental and Ecological Planning Advisory Committee for each of the Indigenous communities that surround the City of London; it being noted that a verbal presentation from K. Riley, Chippewas of the Thames First Nation, with respect to the Chippewas of the Thames First Nation, was received;"

b) the following actions be taken with respect to Climate Change:

i) the Civic Administration BE REQUESTED to report back on tangible actions that the municipality can undertake with respect to Climate Change at a future meeting of the appropriate Standing Committee;
ii) the following Declaration of a Climate Emergency BE APPROVED:

"Whereas climate change is currently contributing to billions of dollars in property and infrastructure damage worldwide, stressing local and international economies;

Whereas climate change is currently jeopardizing the health and survival of many species and other natural environments worldwide, stressing local and international eco systems;

Whereas climate change is currently harming human populations through rising sea levels and other extraordinary phenomena like intense wildfires worldwide, stressing local and international communities;

Whereas recent international research has indicated a need for massive reduction in carbon emissions in the next 11 years to avoid further and devastating economic, ecological, and societal loss;

Whereas the climate in Canada is warming at twice the rate of the rest of the world, as per Canada's Changing Climate report;

Whereas current initiatives such as the green of the city's fleet and energy reduction initiatives are not sufficient to meet the targets as defined by the IPCC scientists,

Whereas an emergency can be defined as "an often dangerous situation requiring immediate action";

Whereas municipalities such as Kingston, Vancouver and Hamilton have already declared climate emergencies;

Therefore, a climate emergency BE DECLARED by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change."; and,

c) clauses 1.1, 2.2, 3.1 to 3.6, inclusive, 5.2 to 5.4, inclusive, BE RECEIVED for information.

Motion Passed

Additional Votes:

Moved by: M. Cassidy
Seconded by: S. Turner

Motion to approve clause a), which reads as follows:

a) the following actions be taken with clause 2.1, relating to Chippewas of the Thames First Nations:

i) clause 2.1 BE REFERRED to the City Clerk for consideration with the Advisory Committee review; and,
ii) Government Relations staff BE ASKED to contact the neighbouring First Nations communities to discuss this matter; it being noted that clause 2.1 of the 4th Report of the Advisory Committee on the Environment reads as follows:

"Municipal Council BE REQUESTED to consider creating voting member positions on the Advisory Committee on the Environment and the Environmental and Ecological Planning Advisory Committee for each of the Indigenous communities that surround the City of London; it being noted that a verbal presentation from K. Riley, Chippewas of the Thames First Nation, with respect to the Chippewas of the Thames First Nation, was received."

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: J. Helmer
Seconded by: S. Turner

Motion to approve clause b), which reads as follows:

"b) the following actions be taken with respect to Climate Change:

i) the Civic Administration BE REQUESTED to report back on tangible actions that the municipality can undertake with respect to Climate Change at a future meeting of the appropriate Standing Committee."

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner
Seconded by: J. Helmer

Motion to move clause ii), which reads as follows:

ii) the following Declaration of a Climate Emergency BE APPROVED:

"Whereas climate change is currently contributing to billions of dollars in property and infrastructure damage worldwide, stressing local and international economies;

Whereas climate change is currently jeopardizing the health and survival of many species and other natural environments worldwide, stressing local and international eco systems;

Whereas climate change is currently harming human populations through rising sea levels and other extraordinary phenomena like intense wildfires worldwide, stressing local and international communities;

Whereas recent international research has indicated a need for massive reduction in carbon emissions in the next 11 years to avoid further and devastating economic, ecological, and societal loss;

Whereas the climate in Canada is warming at twice the rate of the rest of the world, as per Canada’s Changing Climate report;

Whereas current initiatives such as the green of the city’s fleet and energy reduction initiatives are not sufficient to meet the targets as defined by the IPCC scientists,

Whereas an emergency can be defined as "an often dangerous situation requiring immediate action";

Whereas municipalities such as Kingston, Vancouver and Hamilton have already declared climate emergencies;

Therefore, a climate emergency BE DECLARED by the City of London for the purposes of naming, framing, and deepening our commitment to protecting our economy, our eco systems, and our community from climate change.""

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and S. Turner

Nays: (1): P. Squire

Absent: (1): E. Holder

Motion Passed (4 to 1)

Moved by: M. Cassidy
Seconded by: J. Helmer

Motion to approve part c), which reads as follows:

"c) clauses 1.1, 2.2, 3.1 to 3.6, inclusive, 5.2 to 5.4, inclusive, BE RECEIVED for information."

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.5 Public Participation Meeting- Application - 1201 Huron Street (Z-8985)

Moved by: M. Cassidy
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, based on the application by Agathos Dentistry, relating to the property located at 1201 Huron Street, the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R1/Office Conversion Special Provision (R1-9/OC3(__)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the requested amendment is consistent with the policies of the Provincial Policy Statement, 2014;
- the requested amendment is in conformity with the maximum floor area policies for non-residential uses in the Neighbourhoods Place Type of The London Plan;
- the requested amendment is in conformity with the policies of the 1989 Official Plan; and,

- the requested amendment will recognize an existing non-conforming use which over time has demonstrated compatibility with the surrounding residential neighbourhood. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins, J. Helmer, P. Squire, and S. Turner

Absent: (2): M. Cassidy, and E. Holder

Motion Passed (4 to 0)

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.6 Public Participation Meeting - Demolition Request for Heritage Listed Property - 160 Oxford Street East

Moved by: J. Helmer
Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the demolition request for the heritage listed property located at 160 Oxford Street East:

a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on this property; and,

b) the property at 160 Oxford Street East BE REMOVED from the Register (Inventory of Heritage Resources);

it being noted that the Planning and Environment Committee reviewed and received a communication dated April 12, 2019, from B. Jones and K. McKeating, 329 Victoria Street, with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2019-P10D/R01)

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and S. Turner

Nays: (1): P. Squire

Absent: (1): E. Holder

Motion Passed (4 to 1)

Additional Votes:

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.7 Public Participation Meeting - 6682 Fisher Lane (Z-9002)

Moved by: S. Turner
Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Joe Marche and Monique Rodriguez, relating to the property located at 6682 Fisher Lane:

a) the proposed by-law appended to the staff report dated April 15, 2019 BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Agricultural AG (AG2) Zone and an Environmental Review (ER) Zone TO an Agricultural Special Provision/ Temporary (AG2(_)/T-_) Zone and an Environmental Review (ER) Zone; and,

b) subject to Policy 19.1.1. of the 1989 Official Plan, the land use designation of the subject site BE INTERPRETED as “Agriculture”;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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, 2014;
- the recommended amendment conforms to the 1989 Official Plan policies and Farmland and Green Space Place type policies of The London Plan;
- the recommended amendment facilitates the continued use of an existing lot of record for a use that has been established on the subject site; and,
- the recommended temporary use will not continue on a long-term basis. (2019-D09)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: S. Turner
Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

Motion Passed (5 to 0)

3.8 Public Participation Meeting - Application - 536 and 542 Windermere Road (Z-8945)

That it BE NOTED that the Planning and Environment Committee was unable to reach a majority decision with respect to the application by 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition;

it being noted that the Planning and Environment Committee reviewed and received a communication dated April 10, 2019, from P. Masterson, ConservaTree Inc., with respect to this matter;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2019-D09)

Motion Passed

Additional Votes:

Moved by: M. Cassidy
Seconded by: A. Hopkins

That, the following actions be taken with respect to the application of 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road:

a) Zoning By-law No. Z-.1 attached as Appendix B BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to change the zoning of the subject property to a Holding Residential R5 Special Provision (h-5•h-*•R5-5(_)) Zone to permit cluster townhouse dwellings and cluster stacked townhouse dwellings with a reduced minimum front yard depth of 2.1 metres, an increased maximum encroachment into the front yard depth of 0.2 metres from the front property line, and a reduced maximum height of 10.5 metres;

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone, BE REFUSED for the following reasons:

i) the requested amendment does not conform to the residential intensification policies in the 1989 Official Plan or *The London Plan;
ii) the requested amendment did not provide appropriate development standards to regulate the form of residential intensification and assist in minimizing or mitigating potential adverse impacts for adjacent land uses to ensure compatibility and a good fit with the receiving neighbourhood; and,
iii) the Zoning By-law does not contemplate this level of residential intensity in a cluster townhouse form outside of Central London; and,

c) the trees on the westerly and northerly boundary BE PROTECTED AND BE PRESERVED with the exception of invasive species or trees that are in poor condition;

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

- the recommended amendment is consistent with the 2014 Provincial Policy Statement (“PPS”) which encourages intensification and infill as a means to manage growth and achieve a compact form of development within settlement areas. 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 which contemplates townhouses as a primary permitted use, and a minimum height of 2-storeys and maximum height of 4-storeys within the *Neighbourhoods Place Type where the property has frontage on a *Civic Boulevard. The subject lands represent an appropriate location for residential intensification, along a higher-order street at the periphery of an existing neighbourhood. The recommended amendment would permit development at an intensity that is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing a range of housing choice and mix of uses to accommodate a diverse population of various ages and abilities;
- the recommended amendment conforms to the 1989 Official Plan and would implement the residential intensification policies of the Low Density Residential (“LDR”) designation that contemplate residential intensification in the form of cluster townhouse dwellings and a density up to 75 uph. The recommended amendment would permit development at an intensity that is less than the upper range of the maximum density for

residential intensification within the LDR designation to ensure the form of development is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing housing options and opportunities for all people;

- in conformity to *The London Plan and the 1989 Official Plan policies that require a public Site Plan Approval (“SPA”) process for residential intensification proposals, a holding provision is recommended for public site plan review. The holding provision would allow the public a continued opportunity to comment on the form of development through the subsequent SPA process and ensure that the ultimate form of development is compatible with adjacent lands uses; and,
- consistent with the PPS and conforming to The London Plan and the 1989 Official Plan, a holding provision is recommended to ensure the subject lands area assessed for the presence of archaeological resources prior to site alteration or soil disturbance occurring. (2019-D09)

Yeas: (2): A. Hopkins, and M. Cassidy

Nays: (2): J. Helmer, and P. Squire

Absent: (2): S. Turner, and E. Holder

Motion Failed (2 to 2)

Moved by: J. Helmer
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road:

a) the proposed by-law appended to the staff report dated April 15, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 23, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Holding Residential R5 Special Provision (h-5•h-*•R5-5(_)) Zone;

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Residential R5 Special Provision (R5-7(_)) Zone, BE REFUSED for the following reasons:

i) the requested amendment does not conform to the residential intensification policies in the 1989 Official Plan or *The London Plan;
ii) the requested amendment did not provide appropriate development standards to regulate the form of residential intensification and assist in minimizing or mitigating potential adverse impacts for adjacent land uses to ensure compatibility and a good fit with the receiving neighbourhood; and,
iii) the Zoning By-law does not contemplate this level of residential intensity in a cluster townhouse form outside of Central London;

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

- the recommended amendment is consistent with the 2014 Provincial Policy Statement (“PPS”) which encourages intensification and infill as a means to manage growth and achieve a compact form of development within settlement areas. 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 which contemplates townhouses as a primary permitted use, and a minimum height of 2-storeys and maximum height of 4-storeys within the *Neighbourhoods Place Type where the property has frontage on a *Civic Boulevard. The subject lands represent an appropriate location for residential intensification, along a higher-order street at the periphery of an existing neighbourhood. The recommended amendment would permit development at an intensity that is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing a range of housing choice and mix of uses to accommodate a diverse population of various ages and abilities;
- the recommended amendment conforms to the 1989 Official Plan and would implement the residential intensification policies of the Low Density Residential ("LDR") designation that contemplate residential intensification in the form of cluster townhouse dwellings and a density up to 75 uph. The recommended amendment would permit development at an intensity that is less than the upper range of the maximum density for residential intensification within the LDR designation to ensure the form of development is appropriate for the site and the receiving neighbourhood. The recommended amendment would assist in providing housing options and opportunities for all people;
- in conformity to *The London Plan and the 1989 Official Plan policies that require a public Site Plan Approval ("SPA") process for residential intensification proposals, a holding provision is recommended for public site plan review. The holding provision would allow the public a continued opportunity to comment on the form of development through the subsequent SPA process and ensure that the ultimate form of development is compatible with adjacent lands uses; and,
- consistent with the PPS and conforming to The London Plan and the 1989 Official Plan, a holding provision is recommended to ensure the subject lands area assessed for the presence of archaeological resources prior to site alteration or soil disturbance occurring. (2019-D09)

Yeas: (2): J. Helmer, and P. Squire

Nays: (2): A. Hopkins, and M. Cassidy

Absent: (2): S. Turner, and E. Holder

Motion Failed (2 to 2)

Moved by: M. Cassidy
Seconded by: J. Helmer

Motion to open the public participation meeting.

Yeas: (4): A. Hopkins, M. Cassidy, P. Squire, and S. Turner

Absent: (2): J. Helmer, and E. Holder

Motion Passed (4 to 0)

Moved by: P. Squire
Seconded by: J. Helmer

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and P. Squire

Absent: (2): S. Turner, and E. Holder

Motion Passed (4 to 0)

4. Items for Direction

4.1 Repeal of Building By-law B-6 and Proposed Building By-law B-7

Moved by: J. Helmer
Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services & Chief Building Official, the following actions be taken with respect to the repeal of Building By-law B-6 and the proposed Building By-law B-7:

a) the staff report dated April 15, 2019 entitled “Repeal of Building By-law B-6 and Proposed Building By-law B-7” BE RECEIVED for information; and,

b) the Civic Administration BE REQUESTED to hold a public participation meeting with respect to the proposed Building By-law B-7 and the repeal of Building By-law B-6 at a future meeting of the Planning and Environment Committee. (2019-C01A)

Yeas: (3): A. Hopkins, J. Helmer, and M. Cassidy

Absent: (3): P. Squire, S. Turner, and E. Holder

Motion Passed (3 to 0)

4.2 Request for Delegation Status - R. Sidhu, Argyle Business Improvement Area - Community Improvement Plan (CIP) Study Request for the Argyle BIA and Surrounding Area

Moved by: J. Helmer
Seconded by: M. Cassidy

That R. Sidhu, Executive Director, Argyle Business Improvement Area, BE GRANTED delegation status at a future Planning and Environment Committee meeting with respect to the request for a Community Improvement Plan study for the Argyle Business Improvement Area and surrounding area. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and M. Cassidy

Absent: (3): P. Squire, S. Turner, and E. Holder

Motion Passed (3 to 0)

5. Deferred Matters/Additional Business

5.1 (ADDED) 5th Report of the London Advisory Committee on Heritage

Moved by: M. Cassidy
Seconded by: J. Helmer

That, the following actions be taken with respect to the 5th Report of the London Advisory Committee on Heritage, from its meeting held on April 10, 2019:

a) on the recommendation of the Director of Development Services, with the advice of the Heritage Planner, the application made under Section 42 of the *Ontario Heritage Act* to construct a new high-rise building on the property located at 131 King Street, within the Downtown Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated April 10, 2019, subject to the following terms and conditions:

i) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit; and,
ii) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that presentations from L. Dent, Heritage Planner and T. Dingman appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, were received;

b) the following actions be taken with respect to the One River Master Plan Environmental Assessment Cultural Heritage Assessment Reports (CHAR):

i) A. Rammeloo, Division Manager, Engineering, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the CHAR for the Springbank Dam and "Back to the River" Schedule B Municipal Class Environmental Assessment, dated April 2, 2019, from Golder Associates Ltd.; it being noted that the LACH prefers Alternative 2, partial dam removal; and,
ii) A. Rammeloo, Division Manager, Engineering, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the CHAR for the Forks Area and "Back to the River" Schedule B Municipal Class Environmental Assessment, dated April 2, 2019, from Golder Associates Ltd.; it being noted that the LACH does not support Alternatives 1 and 3 and, instead, prefers vegetated terracing for the area;

it being noted that a presentation from A. Rammeloo, Division Manager, Engineering, and a verbal delegation from C. Butler, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, were received;

c) K. Killen, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage (LACH) is supportive of the Draft Old East Village Dundas Street Corridor Secondary Plan, dated February 2019; it being noted that the LACH supports a stronger approach to mandatory ground floor active uses being considered along the entire stretch of Dundas Street; it being further noted that the presentation from K. Killen, Senior Planner, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, was received;

d) P. Lupton, Environmental Services Engineer, BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the conclusions of the Cultural Heritage Screening Memo, contained within the Long Term Water Storage Municipal Class Environmental Assessment dated March 26, 2019, from AECOM; it being noted that the LACH supports the preferred alternative of the Springbank Reservoir and that a stage 1-2 archaeological assessment should be done at the location; it being further noted that a presentation from P. Lupton, Environmental Services Engineer, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, was received;

e) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the demolition request for the heritage listed property located at 160 Oxford Street East:

i) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on this property; and,
ii) the property at 160 Oxford Street East BE REMOVED from the Register (Inventory of Heritage Resources);

it being noted that the London Advisory Committee on Heritage encourages the applicant to maintain the building and vegetation on the above-noted property until a redevelopment plan is submitted;

it being further noted that a presentation from K. Gonyou, Heritage Planner as well as verbal delegations from B. Jones and K. McKeating, appended to the 5th Report of the London Advisory Committee on Heritage, with respect to this matter, were received;

f) the revised 2018 London Advisory Committee on Heritage Work Plan Summary appended to the 5th Report of the London Advisory Committee on Heritage, BE FORWARDED to the Municipal Council for their information;

g) the expenditure of $200.00 from the 2019 London Advisory Committee on Heritage (LACH) budget BE APPROVED for M. Whalley to attend the 2019 Ontario Heritage Conference being held May 30 to June 1, 2019; it being noted that the LACH has sufficient funds in its 2019 budget to cover this expense; and,

h) clauses 1.1, 3.1 to 3.4, inclusive, 4.1 and 5.3 BE RECEIVED for information.

Yeas: (3): A. Hopkins, J. Helmer, and M. Cassidy

Absent: (3): P. Squire, S. Turner, and E. Holder

Motion Passed (3 to 0)

6. Adjournment

The meeting adjourned at 8:43 PM.

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Application – 3425 Emily Carr Lane (North Portion) – Draft Plan of Subdivision Approval and Zoning By-law Amendment 39T-18506 (Z-8988)

- Laverne Kirkness, Kirkness Consulting, on behalf of the applicant – expressing appreciation to staff for their report and recommendation; expressing agreement with the zoning, the holding conditions, the draft conditions; asking the Planning and Environment Committee to support the recommendation and move it on to Council and they will get building; indicating that this is an extension of what is already down there in the Legend regime and they aim to complete it.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – Application – 2170 Wharncliffe Road South (TZ-8999)

- *(Councillor S. Turner wondering if the applicant has made any movement towards a permanent structure on this location during the period of time during the temporary use or if it has just been status quo since the last time they applied for a permit.)*; Ms. B. Debbert, Senior Planner, indicating that it is her understanding that the applicant has been intending to build a permanent building but was under the impression that, with the current zoning, it simply was not possible until services were provided so it was not until they took a more in-depth look at the details of the holding provision that they realized that if the applicant was willing to build a dry use he could go ahead and start looking at building a permanent building; it was a little bit of information provision to the applicant that helped prompt an agreement to this approach; *(Councillor S. Turner enquiring about the encroachment on the ER, the boundary delineations on the property, had any previous warnings or notifications been given as to the property delineation and appropriate uses.)*; Ms. B. Debbert, Senior Planner, indicating that, in 2015, when they renewed the holding provision, Planning staff, along with Parks Planning staff went out to the site to help the owner delineate that area, the difficulty has been because of the state of the site, planting trees or something quite permanent is difficult; there was a delineation made at the time with concrete barriers which she understands had to be removed for snow plowing in the winter time; thinking it is difficult on that site to see exactly where that parkable area; the owner is now very aware of the issue and staff will be working with them to ensure that there are not unwarranted encroachments over the next couple of years and then hopefully they will have a permanent building with permanent site plan, an asphalted area and it is going to be very clear at that point where the cars can park and where they cannot.
- *(Councillor A. Hopkins asking staff to explain what dry use means.)*; Ms. B. Debbert, Senior Planner, responding that she is not an Engineer, so if an Engineer wants to speak up they can do that but, in essence, a dry use means a use that can be accommodated with sufficient on-site sanitary system; typically, they are low water users, they would have maybe a kitchen, employee bathroom, higher water users may not be able to be accommodated on the private system and therefore it would not be permitted; *(Councillor A. Hopkins enquiring about municipal services and when they are expected in this area.)*; Mr. P. Yeoman, Director, Development Services, indicating that Ms. B. Debbert, Senior Planner, is correct, they do not have this in the GMIS; however, their 2019 DC Study does have a strategic link sewer for this portion of Wharncliffe Road South that has been identified; the 2019 Study is before you right now and, if approved, that will provide a source of funding for this; noting that we do not have a time for this that has been established, that will be looked at as being development driven in the area especially related to the lands that are immediately to the north of these lands; there will be a large development that would come in that would help trigger that work.
- *(Councillor M. Cassidy indicating that the report talks about the current septic system that is on the site and raises some concern about the condition of that septic system; wondering if we were to extend this two year temporary zoning, would there be any requirement from the applicant to make sure that that septic system is in good condition.)*; Ms. B. Debbert, Senior Planner, indicating that when that comment was included in the report, it was more with a view to this is an opportunity, if we go through the site plan process to ensure that there is a septic system there that is up to date, that is not overcapacity; no concern was expressed about that, it is more of an opportunity.
- Laverne Kirkness, Kirkness Consulting, on behalf of the applicant – advising that the owners have been operating a car dealership on the property since 2012

under temporary use; stating that this latest event that is before the Planning and Environment Committee tonight, is very helpful because the owners always wanted to have a permanent solution but because there were no services they had to stick with this trailer idea; believing that, from all sides, this two years will give them a chance to do a permanent solution with a permanent building, permanent services, even if they are private, depending on how the City's infrastructure is coming along and appropriate protection to the Thornicroft Drain and its environmental significance as well as even the woods at the back; stating that whether you are an area resident or part of the government or the applicant, this permanent solution will allow them to enter into a site plan approval application and a development agreement that will deal with all these issues comprehensively and basically implement the Official Plan and the existing zoning which permits auto dealerships, just not on a permanent basis given the situation as it was; advising that the applicants wanted him to thank the Planning Office, in particular Ms. B. Debbert, Senior Planner, who has been coming back and forth down to the site to work this thing through and yes, they have amended their application and they have pulled back and they have already gotten rid of the second trailer and they want to comply and now that they can do a permanent solution, and work towards a permanent solution over the next two years, things are really looking good for them; asking the Planning and Environment Committee to simply support what the Planning staff have brought to them so that they can get on with that permanent solution; *(Councillor S. Turner enquiring how the cars are washed; realizing that is a strange question but there was some discussion about dry use versus heavy water usage; there are approximately fifty cars on the lot from what he could see.*); Mr. L. Kirkness, Kirkness Consulting, responding that the owners have another site where that maintenance is looked after further along Wharncliffe Road South where there are services but there was a previous use on this site where there was a car wash with private services which the owners abandoned and do not use anymore.

PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – Application – 1201 Huron Street (Z-8985)

- Ben McCauley, Zelinka Priamo Ltd., on behalf of the applicant – expressing support for the staff recommendation; indicating that they have no additional comments; *(Councillor S. Turner indicating that 1988 was when the home occupancy was first incorporated so it has been about thirty-one years, it has been a long time; wondering when the last time there was actually any home occupancy going on.)*; Mr. B. McCauley, Zelinka Priamo Ltd., responding that from his understanding it was prior to the dentist office and the residential use was a little bit dilapidated back in the 1980's apparently so they have done a pretty good job of improving the landscaping around the property, keeping it up-to-date and including it in the neighbourhood pretty well; *(Councillor S. Turner enquiring how long the dentistry use has been in place.)*; Mr. B. McCauley, Zelinka Priamo Ltd., responding that it has been thirty-one years; *(Councillor S. Turner enquiring if that was through this current owner.)*; Mr. B. McCauley, Zelinka Priamo Ltd., responding that it correct; *(Councillor S. Turner stating that back in 1988 when it had changed and that is when they created the home occupation, there was no home occupation in the dental after 1988, it was used soley as a dental office at that time.)* Mr. B. McCauley, Zelinka Priamo Ltd., responding that is correct; *(Councillor S. Turner indicating that it was not a home occupancy.)*
- Bernie MacDonald, former Councillor – expressing full support for the application of Dr. Agathos; indicating that he has been involved in this neighbourhood for thirty-some years; advising that he has spoken to the residents on both sides of the property, who are friends of his and the one who has lived there for thirty years has no complaints about the dental office and on the other side, the other gentleman on McNay Street, he has no complaints; reiterating his full support for the application; thinking that it is good for the neighbourhood, it has always been good for the neighbourhood and he hopes it is approved at the Planning and Environment Committee tonight.

PUBLIC PARTICIPATION MEETING COMMENTS

3.6 PUBLIC PARTICIPATION MEETING – Application – 160 Oxford Street East

- *(Councillor S. Turner indicating that under the Ontario Heritage Act they have the statutory time period to make a decision whether to designate or not so the clock is ticking on that; choosing not to designate is deemed approval for demolition; indicating that the question that came up in reading some of the package is the concern that this may be used for a future surface parking lot or an expansion of the existing parking; stating that in his presentation, Mr. K. Gonyou, Heritage Planner, said that a Heritage Impact Assessment would be required for any future use, would that extend as well to a parking lot and would the Archaeological Impact Assessment also be required.)*; Mr. K. Gonyou, Heritage Planner, responding that it is his understanding that to establish a commercial parking lot on this property, site plan approval would be required; advising that one thing that he neglected to mention in his presentation is that it is not possible to attach terms and conditions of the demolition request for a heritage listed property unfortunately; it is possible to attach terms and conditions for a demolition request for a designated property; however, we do not have that afforded to them for a heritage listed property; Mr. P. Yeoman, Director, Development Services, indicating that for a commercial parking lot, if this was a standalone parking lot, it would require site plan approval, if it was accessory parking to the property immediately to the west, that is something that they would be looking at amending the Development Agreement for; believing that there is a Development Agreement on the site.
- Kelly McKeating, 329 Victoria Street – indicating that, with her husband, she owns the two heritage designated properties across the street and adjacent to this; noting that they own 165 and 163 Oxford Street East; advising that, in addition to them owning those two properties, her small business is one of the commercial tenants at 165 Oxford Street East so she has an interest here with her husband as a property owner and she also has an interest as a tenant, someone who works right across the street; stating that their reasons for opposing this demolition relate primarily to the shortcomings that have been revealed to them in this request; indicating that there are shortcomings in the current demolition request process that they believe unfortunately can only be rectified by City Council denying the request for demolition; stating that what they found out, as Mr. K. Gonyou, Heritage Planner, explained, is that if the demolition application was being made in conjunction with a redevelopment plan then the property owner would be required to prepare an updated Heritage Impact Assessment based on that redevelopment plan and to propose measures to mitigate the negative impacts of the redevelopment on their properties; however, because they do not have a plan, there is no requirement for any mitigation measures, the City's only options, as they have been told, is to either approve the application without conditions or to deny the application; believing that the trouble with approving the application is that they are very very concerned that if that happens and the demolition occurs that the lot at 160 Oxford Street East will sit in limbo for a very long period of time; advising that we are all familiar with the lot at the southwest corner of Central Avenue and Waterloo Street which has been a stretch of ugly gravel for more than twenty years, almost the entire time that she has lived in the City of London; indicating that a friend of hers, over the weekend, brought to her attention another property at 101 Empress Avenue and if you Google street view it, she thinks you will be horrified to see in the middle of a modest residential area there is a vacant lot full of weeds and a hill of dirt and an orange plastic fence around the hill of dirt and it has apparently been there for almost five years; stating that this is what happens when people demolish buildings, you rely on the goodwill of that property owner to not let that happen; advising that the building located at 160 Oxford Street East is in a prominent

intersection on a major London thoroughfare and she thinks that they would all agree that they do not want it to become an eyesore; stating that, if, despite their concerns, the Planning and Environment Committee does decide to grant approval of the demolition request they respectfully request that staff be directed to take all necessary steps to be absolutely certain that those lovely mature trees on the City's property are preserved and protected; pointing out that the London Advisory Committee on Heritage noted in their recommendations on this file that they encouraged the applicant to maintain the building and the vegetation on the property until a redevelopment plan is submitted; noting that is not a condition that the City can impose however; reiterating the fact that it does seem strange to them that the requirements on a property owner who demolishes a building adjacent to a heritage designated property should differ based on whether or not they have a plan on what to do post demolition and that the requirements be less onerous to those who do not have a plan; regardless of what the decision is at the Planning and Environment Committee, they do respectfully request that the Planning and Environment Committee and City Council consider directing city staff to review this issue with the objective of identifying procedures that could be adopted to require reasonable mitigation measures regardless of the existence of a redevelopment plan.

PUBLIC PARTICIPATION MEETING COMMENTS

3.7 PUBLIC PARTICIPATION MEETING – Application – 6682 Fisher Lane (Z-9002)

- *(Councillor S. Turner indicating that Ms. M. Sundercock, Site Development Planner, addressed his one question at the end that he could not find in the report, the Kettle Creek Conservation Authority has assessed for no negative impacts on the natural heritage features, he was worried about the natural heritage features having impact on the housing locations specifically the drain and he thinks that Ms. M. Sundercock, Site Development Planner, said that it was assessed for flooding and its proximity to any flood plain or flood limits and they do not believe that one exists; wondering if that is correct as it seems to be getting really close to that drain.)*; Ms. M. Sundercock, Site Development Planner, nodding yes; *(Councillor S. Turner expressing concern with having the decreased front yard setback that it might get it too close to Wellington Road but when he looks at the map it is really Fisher Lane which is never really used at all other than perhaps as a driveway for this property and a very high speed cut through for anybody trying to shorten the corner on Wellington Road; indicating that he does not believe that anyone has contemplated these but in the west end of the city, there have been some questions of adjacency to cannabis cultivation operations in Hyde Park; pointing out that right across the street is where Believe is setting up shop in their greenhouses; advising that he does not think that there is any minimum distance separation calculations for cannabis operations but he does not know if we have any concerns about the adjacencies and impacts associated with that operation and land use and new residential land use here.)*; Mr. M. Tomazincic, Manager, Current Planning, responding that this is not something that they specifically contemplated in this application but if it is an agricultural use that is contemplated by the existing zoning; we certainly would not be in any position to refuse that proposed use; *(Councillor S. Turner recognizing that there is probably not a circumstance here where because he does not think that cannabis operations are contemplated in the minimum distance separation, if there were anything that if there was a manure pit or a barn or something like that, those would trigger the minimum distance separation provisions and they would not be making this recommendation he would imagine if it was within the minimum distance separation, wondering if that is correct; noting that Mr. M. Tomazincic, Manager, Current Planning, is nodding yes; Councillor S. Turner indicating that at this point we do not have any contemplation of cannabis operations through a minimum distance separation either in the type one or type two reciprocally but he thinks that perhaps now that we are starting to see a couple of these and he thinks that they will probably see a lot more, is it prudent for the Committee to start contemplating that due to odours which are, as they are hearing in the Hyde Park situation, fairly significant, is that something that they might be getting into here, this is the greenhouse operation that is being contemplated on Wellington Road South so he thinks it would be very similar to what is happening in Hyde Park.)*; Mr. P. Yeoman, Director, Development Services, responding that is a very good question and is one that they do not have a good answer for on, the Councillor is correct that to their knowledge, minimum distance separation does not currently consider cannabis as part of the calculation, something that they can perhaps take up with the province and seek some further direction on for a future review of applications; *(Councillor S. Turner indicating perhaps even on our own Zoning By-laws and considerations about how adjacencies work and how we might contemplate those going forward because he thinks that we are going to start seeing a lot more of those.)*
- *Councillor A. Hopkins enquiring about the temporary use, having two houses for six months on the property, can that be extended to a further term; she knows that it was suggested that there is a three month period after that that if it is not*

removed that they will come in but she just wants to know if the temporary use can be extended.); Ms. M. Sundercock, Site Development Planner, responding that yes the Temporary Use By-law can be extended in this case, the conditional occupancy permit cannot so it is limited to three months whereas the zone can be extended; the temporary use zone can allow for additional time for construction and once they have occupancy of that new dwelling, they will have to demolish the existing within three months; Mr. Peter Kokkoros, Deputy Chief Building Official, indicating that the conditional permit is issued at the sole discretion of the Chief Building Official, any conditions imposed on that conditional permit are again at the sole discretion of the Chief Building Official so should there be any hardship or for whatever matter of that three months needs to be four or five months that is a something that the Chief Building Official can consider.

PUBLIC PARTICIPATION MEETING COMMENTS

3.8 PUBLIC PARTICIPATION MEETING – Application – 536 and 542 Windermere Road (Z-8945)

- Harry Froussios, Zelinka Priamo Ltd., on behalf of the applicant – expressing appreciation to staff for their comprehensive report to analyze the application very well, much better than he ever could have done it; thanking the public, it has been a very long process, there has been a lot of communication back and forth with the neighbours and he wants to thank them for that, it has been very informative and they hope that the application this evening has addressed their comments to the best of their abilities; indicating that this application, since the Planning and Environment Committee saw it in January has transitioned from an application that was centred around constraints and they have gone from that now to providing the Committee with an application that provides opportunities for a proposed development that is consistent with provincial policies, with the municipal policies for intensification, for a mix of land uses, for types of tenure and is compatible and within respect to surrounding uses; stating that, as the Committee has been advised already, since the January public meeting their client has revised several aspects of the application in an attempt to address the concerns of the public, staff and Council and Committee; reiterating that they have this site plan up on the screen, the revisions of note that have been made include a twenty-five percent reduction in the number of units, from sixteen to twelve, which results in a density of forty-four units per hectare; noting that this is significantly less than what would be permitted for residential intensification within the low density designation areas in the 1989 Official Plan which results in a smaller building footprint as well; advising that the increased rear yard setback at the north end of the property from 6 metres to 7.7 metres allows for retention of trees along the north property line which was something that was requested by the neighbours; indicating that there is an increased separation between buildings from approximately 4.9 metres to 7 metres; reiterating that this is not a zoning issue but rather a site plan issue and they have heard from staff that this is not overly a concern for them any longer; stating that they are providing parking at slightly more than two spaces per unit, the project now provides twenty-five spaces which otherwise would have required eighteen spaces, which is at a 1.5 per unit rate; indicating that the increased west side yard setback from 1.7 metres to 3 metres, again, the only applies if they do not have any habitable windows face on the west side of the elevation otherwise they are required to meet the 5.5 metre setback; believing that is important to point out; advising that he setback also gradually increases from north to south, 3 metres is only at one point but it just slightly increases as you move further south along the property; indicating that the 3 metres give them sufficient opportunities for landscaping and buffering and fencing and a retention of trees on the west side of the property; indicating that it has already been noted that, and you can see it on the site plan, to the left, the existing dwelling on the west property line is approximately 6.5 to 7 metres away from the property line due to the sanitary easement that exists within their property so effectively you have a 9.5 to 10 metre separation from the two buildings also added to the fact that it is going to be non-habitable rooms on their clients property; pointing out that as noted in the staff report, the current zone for the subject lands would permit a side yard of 2.4 metres for a 10.5 metre building; noting that in this situation they have a maximum height of 10.5 metres with a requested side yard setback of 3 metres; believing that the proposed 3 metre west yard setback is appropriate for this form of residential intensification which allows some flexibility for from the normal standards and any potential impacts on the abutting lands can be dealt with through tree preservation buffering, landscaping and the restriction of the overlook; all of the revision including the original request for the reduced front yard setback and the maximum front yard encroachment have been supported by staff as noted in the

recommendation in the report; touching briefly on the tree retention that has come up, in his opinion, and as stressed by staff, this is a matter that should be dealt with through site plan approval, the staff recommendation includes a holding provision that requires their client to go through the public site plan process which will give Council and the public additional opportunity to comment on the nature of tree retention for the property; however, on behalf of his client, he would like to address the correspondence that the Planning and Environment Committee might have received from Mr. Masterson, ConservaTree Inc., that was attached to the April 15, 2019 Planning and Environment Committee Agenda, he is not a qualified arborist to speak to the report, Mr. R. Koudys, will speak to the letter shortly but he just wanted to point out to the Committee that neither the City, their client or themselves authorized this report to take place, there was no permission given to enter the site to prepare this report and it would appear that this work was authorized by Mr. T. Mara who resides at 127 Orkney Crescent, which is directly north of their property; stating that, as this is an unauthorized report by the Approval Authority or by the applicant, they cannot be certain if the updated measurements noted in the report taken are correct or if they can be validated; advising that the preferable course of action would have been to have received some contact from the consultant and then they would have allowed him to go on the property together with their Arborist so that the experts could talk about what the methodology is and if there are any concerns, if those could be worked out; similar to that was done last Thursday, they received a call from the City's Arborist to grant them access to the property and they obviously agreed and they had their Arborist go on the site as well so they could have some meaningful dialogue as to whether there were any issues with the tree preservation report that was prepared on behalf of the client; notwithstanding all of that, it is their opinion that the City has sufficient information through the Ron Koudys Landscape Architect (RKLA) report to ensure the trees along the north property line can be retained and that additional setbacks to ensure their survival are not necessary; the RKLA report has been prepared in accordance and accepted by the City practice in the provisions of the Tree Protection By-law which determines how the critical root zone is measured and the City staff, to their knowledge, does not have any concerns with the Koudys report; stating that ConservaTree acknowledges that the recommended measures contained in their letter are more restrictive than the City's normal practice for tree preservation and that the more restrictive measures should apply to the proposed development; advising that he respectfully disagrees with that recommendation as there is no mechanism in place within the City's Tree Protection By-law to implement more restrictive protection measures in this circumstance and this application is not the appropriate form to consider changes of this Tree Protection By-law; notwithstanding and as he mentioned before, this process will be going through the public site plan process where tree preservation can be more thoroughly examined by Council, by the public and by staff; indicating that the recommendation put forward by staff, in his opinion, is appropriate as it satisfies the intent of the Provincial Policy Statement and the Official Plan as they relate to residential intensification, the provision of alternative forms of housing, it is in a compact form, makes efficient use of services and it provides for a compatible form of development within the surrounding land uses; requesting that the Planning and Environment Committee endorse subsection a) of the staff recommendation. (See attached site plan.)

- Ron Koudys, Ron Koudys Landscape Architects Inc. – advising that he was asked to address is the issue of tree preservation; giving the Planning and Environment Committee assurance that every effort has been taken in the planning to preserve the trees on the boundary; showing the site they are talking about and you can see where their property is located, the red box around them; it is interesting to note that this site is located within a Tree Preservation Area and the neighbours might be interested to know that everybody who has that green on their property cannot remove anything that might become a tree, the

tree policy they should probably be familiar with that, that is very restrictive and even if a squirrel plants a walnut in your garden and it starts springing up, you need a permit to remove it; advising that the City is reviewing that policy now but that is the restrictive nature of the site; pointing out that the other box that you see there, 591 Windermere Road, is also in the tree preservation boundary; showing the site and it is interesting to note that there are no trees on that property and the only trees that are there are outside of the boundary of the tree preservation area; pointing out that we need to do some work on the definition of boundaries in the tree preservation area; showing the chart that ConservaTree refers to in defining the recommended distances from the stem of the tree to the tree preservation zone and you will notice that there are two columns there, one column talks about the minimum protection for City-owned trees and the other column is just distances required for open spaces or woodlands; stating that this site is neither owned by the City or an open space or a woodland and this particular chart is a difficult one to use; ConservaTree elected to use the most generous one which is for open spaces and woodlands; suggesting that what is good enough for a City tree is probably good enough for his clients' site and he would suggest that they use, as a guide, the chart column to the left; referring to trunk diameter that is referred to as dbh diameter measured at breast height and there are various categories; going to a larger version so everyone can see it, a tree smaller than ten centimeters, then 10 to 29 and 30 to 40 and so on and the larger the tree is the greater the setback that is recommended; the largest tree within the zone that they are looking to preserve is 46 centimeters so you can see between 41 and 50 centimeters you either go to the drip line or 3 metres from the stem of the tree, whichever is larger; showing the plan, the redline shows where the recommended distance based on diameter of tree stem; advising that they elected to go with the drip line because it is greater and, in fact, they made it a straight line so in many cases the boundary that they have defined exceeds the recommended distances established by the City guidelines and City policies; will a tree survive, that is an important question; indicating that he happens to live in this neighbourhood, he lives across the street in Tetherwood and he has been actively working on tree preservation in this neighbourhood for twenty-five years; showing a project that he did which is an infill just down the road, a little bit east of this site; indicating that you can see many of the houses that are in that infill are under the drip line of the mature trees; these trees are much bigger than the trees on the lower portion of the screen that you see there are actually beech which are much more sensitive to incursion, construction activity than the white spruce that we are talking about on this site; 67 to 71 Tetherwood Boulevard, he did the location of the houses and the preservation of all those trees, they raised the grade and in many cases the trees are much closer to the house than what they are proposing here and all the trees survived; 78 and 82 Tetherwood Boulevard, the same kind of thing happening there; showing the high rise apartment building on 1510 Richmond Street, a parking garage right under the trees and his own house, the tree in the corner is 1.5 metres from the garage, the driveway runs right next to the trees. (See attached presentation.)

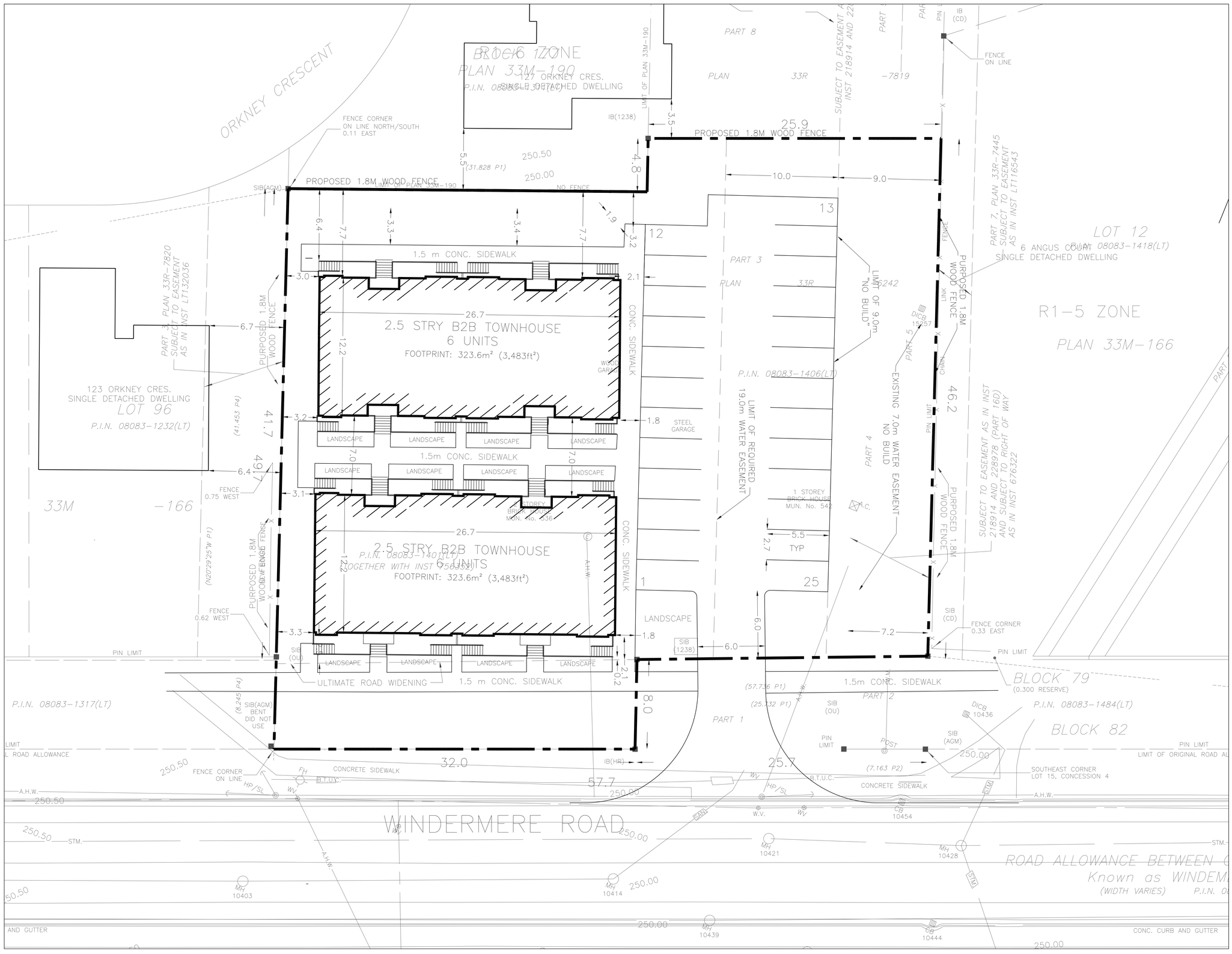
- Gentleman – enquiring who will pay for the widening of the road.
- Fred Rodger, 131 Orkney Crescent – (See attached presentation.)
- Alex Morrison, 95 Tecumseh Avenue East – indicating that he has been working with the Ratepayers Association to assess the tree preservation report that was prepared and he spoke at the January 15, 2019 Planning and Environment Committee meeting; thanking the Committee for suggesting the preservation of those trees as important in this matter; apologizing to the landowners for accessing their property without their permission. (See attached presentation.)
- Dave Leckie, 138 Orkney Crescent – advising that he and his wife, Sandy, collaborated on a presentation to the Planning and Environment Committee in January and Sandra delivered that in his absence; stating that the position that they took was to oppose any rezoning of the subject properties; to that end they

appear to be voices in the wilderness so they are moving on from that; the concept of intensifying the land use on 536 and 542 Windermere Road is clearly following the intensification theme of The London Plan, that being said, it is inconceivable to him that The London Plan is contemplating the degree of intensification that is being debated here; stating that in his view it is incompatible with the surrounding established neighbourhood and in itself provides a questionable quality of life for its future inhabitants; indicating that there are a number of zoning types that might have been sought by the developer but the developer not only chose one of much higher density than the present zoning but also has pursued concessions on building setbacks; believing the whole exercise might be viewed as trying to shoehorn an elephant into a refrigerator; while concessions on setbacks pervayed the entire development perhaps the most obvious is the developments frontage along Windermere Road; indicating that Ms. M. Campbell, Planner II, already spoke to the various setbacks but just to reiterate the basic setback as he understands it is eight metres, the proposed is seeking three deviations from that; personally, the 8 metre building setback to 2.1 metres, secondly shrinking that to 0.2 metres to the face of the sunken amenities and thirdly the 2 metre landscape screening in front of the amenities actually protrudes onto the future public property; believing that Ms. M. Campbell, Planner II, referred to the fences along there as a street wall and used that as a rationalization to have the front wall align more or less with the street of the fence wall; indicating that he does not know of anyone who lives on a fence but someone lives on the other side of that wall so he is not sure that that philosophy of continuing the street wall pertains to that instance; thinking that a lot of the discussion that the Committee has seen from their neighbourhood is trying to challenge the deviations from the standard setbacks that apply to this zoning; there is a new canvas being set up here under a certain zoning and if you are going with that zoning, how about going with the setbacks that pertain to that zoning and discussion about things like tree preservation and so on, those are all aimed at trying to nail down that development footprint or building envelope or whatever you want to call it at this stage so that they know what kind or what form of building is going on that site; stating that this is a little bit redundant but the Committee has already seen some of this, the Committee has seen the slide from Ms. M. Campbell, Planner II, showing where the new property line is relative to the amenities and illustrating in green at the bottom how the landscaping protrudes into the future public property; speaking about quality of life, the quality of life for residents living so close to pedestrians is questionable; conversely, the intimate proximity of pedestrians to amenity spaces must pose some degree of discomfort for them as well; indicating that this looks awfully awkward for both sides of the fence to him; speaking to the frontage concessions on the setbacks are symbolic about the setbacks on the entire site, as he said before, they are trying to get the right footprint here and if you are going with a clean slate with established setbacks, why band aid it right from the front, why change it from what the zoning calls for regularly; advising that it is pretty clear that intensification is the way of the future in London but let us be sensible about the scale and not try to jam something too big in on this, this is an area that is completely R-1 and up goes this monolith right within that boundary; asking the Committee to consider holding to all of the setbacks that apply if they are going forward with a zoning that represents greater intensity, do not make concessions that allow it to be even larger than perhaps it should be. (See attached presentation.)

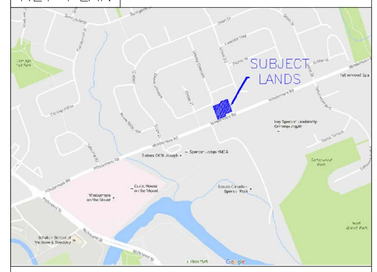
- Tony Mara, 127 Orkney Crescent – (See attached presentation.)
- William Fisher, 143 Orkney Crescent – advising that he is adjacent to the proposed development; adding his voice to many that have already spoken; noting that none of them are opposed to development per se but the scale of the development seems very inconsistent with the surrounding neighbourhood and inconsistent with an enjoyable, healthy and safe environment, words that they heard earlier describing the desired intensification; stating that the scale of the

development is simply too big for the lot; this has nothing to do with tree preservation, as important as that is, the building footprint is massive given the available space, the population density whatever it is will not have access to any notable usable public space and that is problem; this represents an over scale inconsistent with the surrounding community and poor development lacking in amenities, lacking in public space for those who are going to live there and it is inconsistent with the safe, enjoyable healthy environment envisioned by intensification; indicating that it is simply too big.

- Gord Payne, 70 Orkney Crescent – indicating that this all seems very familiar; as he recalls they were all here a few short months ago addressing exactly the same issue; advising that this Committee, in its wisdom, recognized and agreed with the collective view of their neighbourhood that this development is just too large for the available real estate; believing that many of his neighbours, like himself, are wondering why they all had to take time from their busy lives to come back here again tonight and argue the same points that were decided back then; stating that, in January, the Committee agreed with them and recommended that the by-law mandated setbacks be respected; it seems that the developer has chosen to largely ignore the Committee's recommendations; their future neighbours in any new development as well as current local residents will appreciate a reasonable amount of separation in order to provide an acceptable degree of privacy and green space for everyone; asking the Committee to please stand firm with its previous decision.
- Sal Agostinelli, 175 Orkney Crescent – indicating that, as previously stated, density bothers him and he is against this proposal.
- Bernadette Pitt, 167 Orkney Crescent – reiterating that everyone has mentioned that zoning has these setbacks for reasons and the one that she would really like to talk about is the one in the front; indicating that it is supposed to be 8 metres but now it is ok because it is 2.1 metres but not only is 2.1 metres not ok, now we should have a 5 foot drop and make it 20 centimeters; wondering how safe is that for people that they are walking by and if they have to put a fence or something where is that fence going; showing a 20 centimeter ruler to show how big 20 centimeters is; stating that is the setback; wondering how you can put anything on 20 centimeters, how safe is that for the people who are living in them, who are sitting outside, 20 centimeters and the suggestion is that this is ok, it is sort of consistent with the fences that are on the other properties, well, they are back fences, they are talking about front, how people are coming, there is snow removal, there is people walking with their dogs, there are kids walking down, there is no privacy for anybody particularly for the people who live there, there are no public spaces, is the public space that is being provided it is like living in a fish bowl; asking the Committee to please continue to support the community.
- John Levy, 147 Orkney Crescent – indicating that he was also here in January and he felt that the decision that the Planning and Environment Committee made was fair and equitable and asking the Committee to please uphold their decision; asking that this not be twisted and turned; reiterating that he believes what the Committee did is a reasonable compromise between what the applicant wanted and what the community wanted.



KEY PLAN



SITE PLAN

BACK-TO-BACK TOWNHOUSE DEVELOPMENT

PART LOT 15, CONCESSION 4
AND RP 33R-6242 PARTS 1-5
IN THE
CITY OF LONDON
COUNTY OF MIDDLESEX

City of London File No. _____

SITE STATISTICS
PROPOSED ZONE: R5-5(_)

	STANDARD R5-5	PROPOSED R5-5(_)
LOT AREA	1,000m²	2,771m²
LOT FRONTAGE	30m	57.7m
FRONT YARD SETBACK	8.0m	2.1m*
INTERIOR SIDE YARD (EAST)	4.5m	27.8m
INTERIOR SIDE YARD (WEST)	5.5m	3.0m*
REAR YARD SETBACK	6.0m	7.7m
LANDSCAPED OPEN SPACE	30%	54%
LOT COVERAGE	45%	23%
HEIGHT	12.0m	10.5m
DENSITY	45 UPH	44 UPH
MAX. UNITS	12	12
PARKING (1.5/unit)	18	25

NOTES:
*DENOTES SITE SPECIFIC PROVISION

DEREK BEEN, DESIGNER
BCIN XXXXX

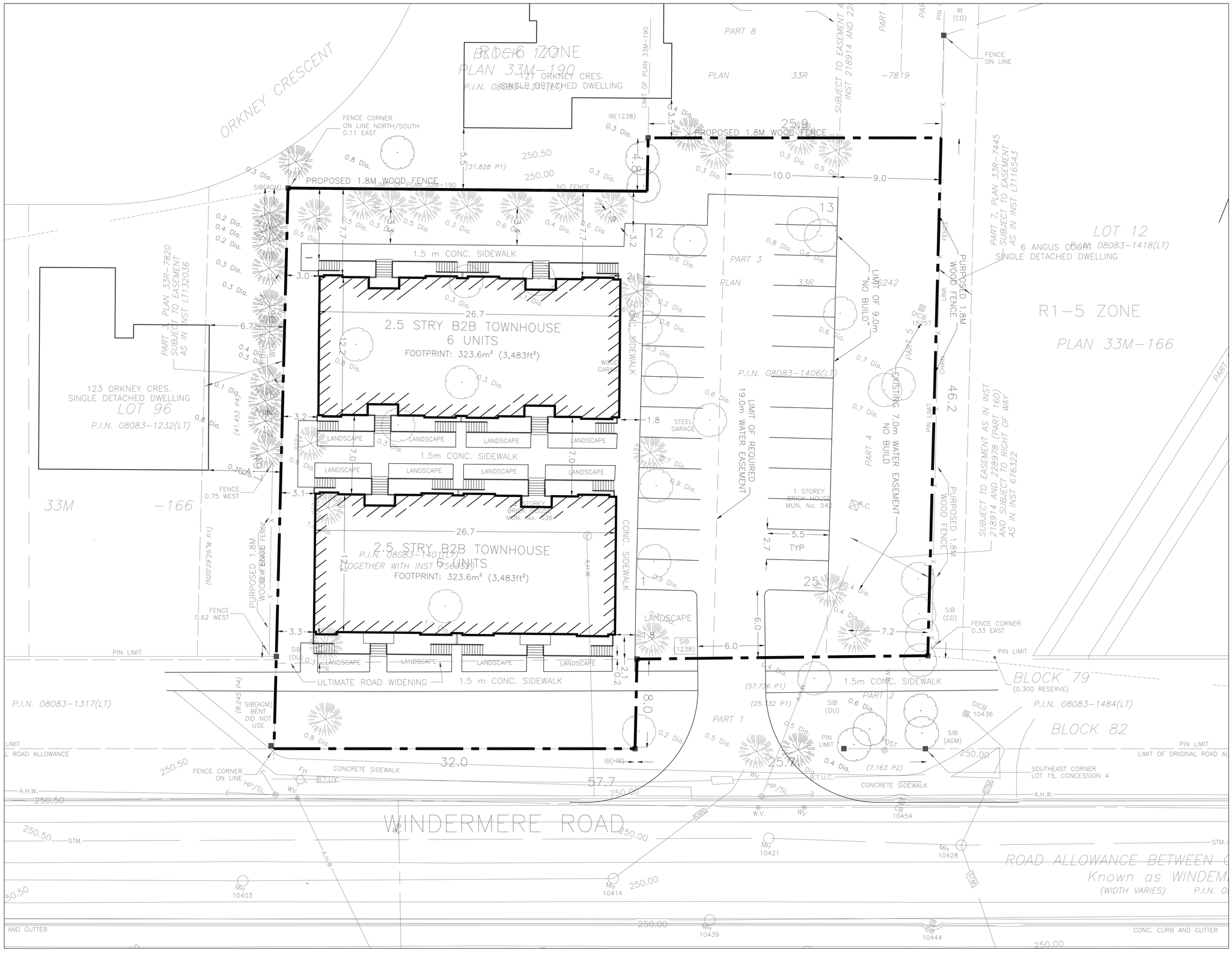
NO.	REVISION	DATE	INITIAL
3	REDUCED BLDG DIMS	JAN11/19	MBC
2	WEST SIDEYARD SETBACK	JAN3/19	KMC
1	REMOVE TOPO INFO	SEP10/18	MBC

2492222 ONTARIO INC.

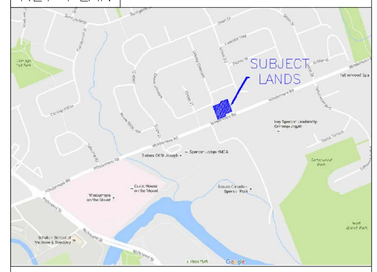
536 & 542
WINDERMERE ROAD

ZELINKA PRIAMO LTD
A Professional Planning Practice
318 Wellington Road, London, Ontario N6C 4P4
Tel: (519) 474-7137 Fax: (519) 474-2284 e-mail: zp@zpplan.com

DRAWN BY	PROJECT NO.
MBC	TSI/LON/17-01
DATE	SCALE
JULY 2018	1:150



KEY PLAN



SITE PLAN

BACK-TO-BACK TOWNHOUSE DEVELOPMENT

PART LOT 15, CONCESSION 4 AND RP 33R-6242 PARTS 1-5
IN THE
CITY OF LONDON
COUNTY OF MIDDLESEX

City of London File No. _____

SITE STATISTICS
PROPOSED ZONE: R5-5(_)

	STANDARD R5-5	PROPOSED R5-5(_)
LOT AREA	1,000m²	2,771m²
LOT FRONTAGE	30m	57.7m
FRONT YARD SETBACK	8.0m	2.1m*
INTERIOR SIDE YARD (EAST)	4.5m	27.8m
INTERIOR SIDE YARD (WEST)	5.5m	3.0m*
REAR YARD SETBACK	6.0m	7.7m
LANDSCAPED OPEN SPACE	30%	54%
LOT COVERAGE	45%	23%
HEIGHT	12.0m	10.5m
DENSITY	45 UPH	44 UPH
MAX. UNITS	12	12
PARKING (1.5/unit)	18	25

NOTES:
*DENOTES SITE SPECIFIC PROVISION

DEREK BEEN, DESIGNER
BCIN XXXXX

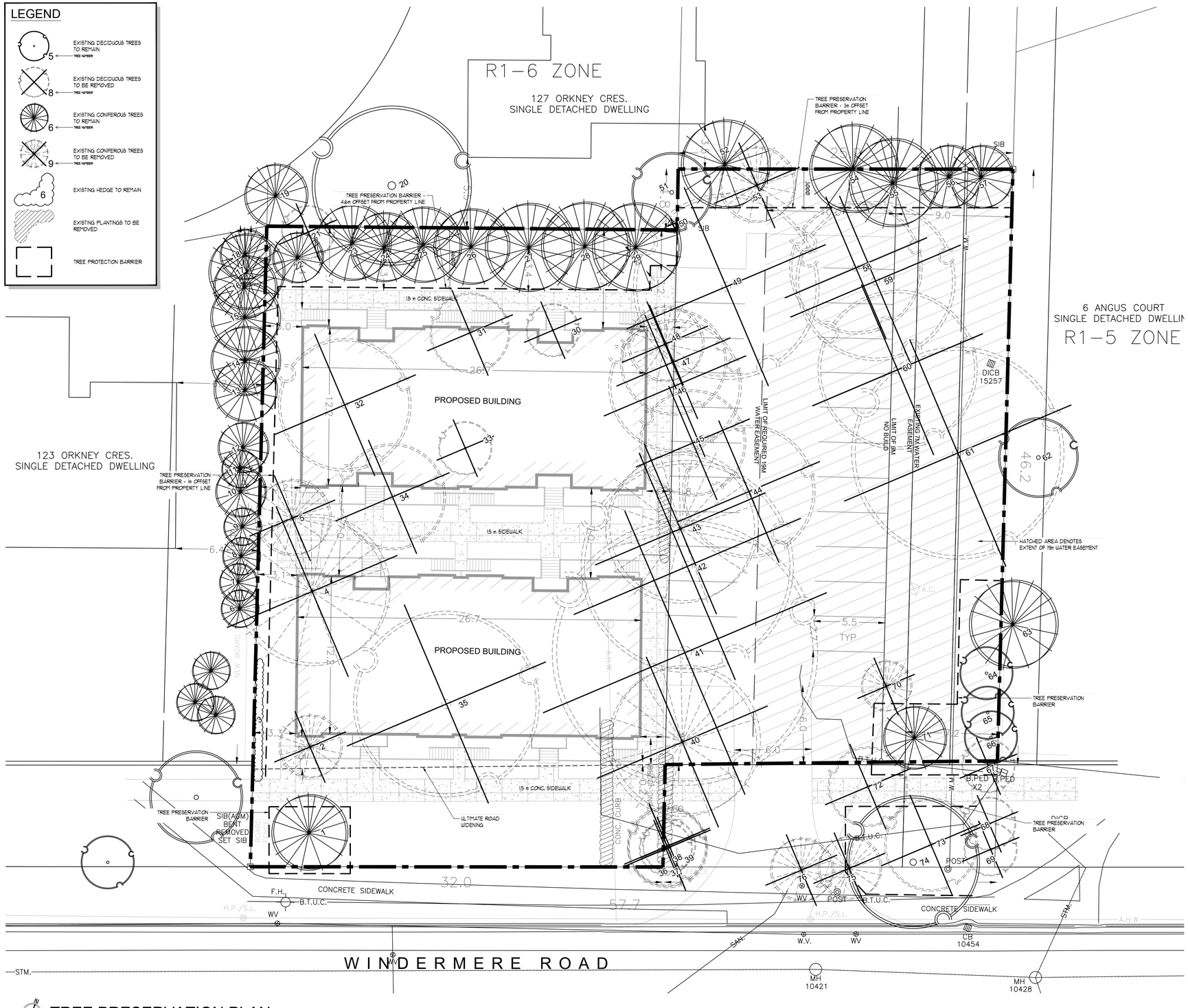
NO.	REVISION	DATE	INITIAL
3	REDUCED BLDG DIMS	JAN11/19	MBC
2	WEST SIDEYARD SETBACK	JAN3/19	KMC
1	REMOVE TOPO INFO	SEP10/18	MBC

2492222 ONTARIO INC.

536 & 542
WINDERMERE ROAD

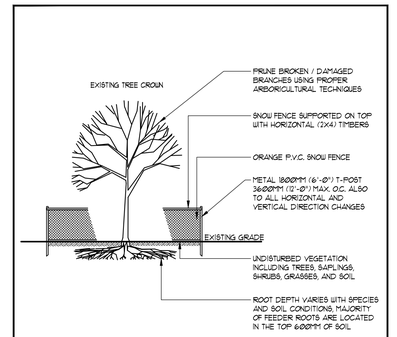
ZELINKA PRIAMO LTD
A Professional Planning Practice
318 Wellington Road, London, Ontario N6C 4P4
Tel: (519) 474-7137 Fax: (519) 474-2284 e-mail: zp@zpplan.com

DRAWN BY	PROJECT NO.
MBC	TSI/LON/17-01
DATE	SCALE
JULY 2018	1:150



TREE PRESERVATION PLAN

SCALE = 1:150



NOTES:

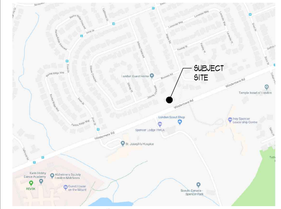
1. EXISTING TREES ARE TO BE PROTECTED FROM CONSTRUCTION WITH THE INSTALLATION OF A 1200MM (4'-0") HIGH SNOW FENCE, HELD IN PLACE WITH 1800MM (6'-0") T-BAR.
2. THE BARRIER IS TO BE INSTALLED PRIOR TO ANY CONSTRUCTION AND MUST REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED.
3. ALL SUPPORTS AND BRACING SHOULD BE INSIDE THE TREE PROTECTION ZONE. ALL SUCH SUPPORTS SHOULD MINIMIZE DAMAGING ROOTS IN THE TREE PROTECTION ZONE.
4. NO CONSTRUCTION ACTIVITY, GRADE CHANGES, SURFACE TREATMENT, OR EXCAVATION OF ANY KIND IS PERMITTED WITHIN THE TREE PROTECTION ZONE.
5. NO MOVEMENT OF EQUIPMENT, STORAGE OF BUILDING SUPPLIES, CLEANING OR EQUIPMENT, OR DUMPING OF SOLVENTS, GASOLINE, ETC., MAY OCCUR WITHIN THIS FENCE LINE.
6. WHERE HIGH QUALITY SPECIMENS OCCUR ADJACENT TO AREAS SUBJECTED TO INTENSIVE CONSTRUCTION ACTIVITY, WOODEN CRIBBING SHOULD BE INSTALLED TO PROTECT TRUNKS FROM DAMAGE IN THE EVENT THAT HEAVY EQUIPMENT BREAKS DOWN THE SNOW FENCING.
7. FENCE TO BE INSPECTED BY ENVIRONMENTAL CONSULTANT ON A REGULAR BASIS AND BE MAINTAINED BY THE SUBDIVIDER / BUILDER.

TEMP. TREE PROTECTION BARRIER - N.T.S.

LIST OF TREES RECOMMENDED FOR REMOVAL

GENERAL INFORMATION			SIZE		RECOMMENDATION	
ID #	BOTANICAL NAME	COMMON NAME	DBH (cm)	CANOPY RADIUS (m)	PROPOSED ACTION	RATIONALE
2	*Picea omorika*	Serbian Spruce	19	2.5	REMOVE	CONSTRUCTION
4	*Picea abies*	Norway Spruce	61	6	REMOVE	CONSTRUCTION
5	*Pseudotsuga menziesii*	Douglas Fir	45	3	REMOVE	CONSTRUCTION
21	*Rhamnus spp*	Buckthorn	10, 8, 4	2	REMOVE	INVASIVE SPECIES
30	*Fagus sylvatica 'Roseo-Marginata'*	Tricolor Beech	9	2	REMOVE	CONSTRUCTION
31	*Liquidambar styraciflua*	Sweetgum	26	3	REMOVE	CONSTRUCTION
32	*Malus spp*	Apple	18-30	5	REMOVE	CONSTRUCTION
33	*Ginkgo biloba*	Ginkgo	15	2	REMOVE	CONSTRUCTION
34	*Cercis canadensis*	Redbud	15, 12, 9, 8	4	REMOVE	CONSTRUCTION
35	*Acer platanoides*	Norway Maple	89	7	REMOVE	CONSTRUCTION
36	*Celtis occidentalis*	Hackberry	11	2	REMOVE	CONDITION
37	*Celtis occidentalis*	Hackberry	20	2	REMOVE	CONDITION
38	*Acer platanoides*	Norway Maple	11	3	REMOVE	CONDITION
39	*Acer platanoides*	Norway Maple	12	3	REMOVE	CONDITION
40	*Picea abies*	Norway Spruce	58	6	REMOVE	CONSTRUCTION
41	*Acer saccharum*	Sugar Maple	78	10	REMOVE	CONSTRUCTION
42	*Acer saccharum*	Sugar Maple	80	8	REMOVE	CONSTRUCTION
43	*Picea abies*	Norway Spruce	56	6	REMOVE	CONSTRUCTION
44	*Acer saccharum*	Sugar Maple	31, 31	5	REMOVE	CONSTRUCTION
45	*Acer platanoides*	Norway Maple	24	5	REMOVE	CONSTRUCTION
46	*Acer platanoides*	Norway Maple	39	5	REMOVE	CONSTRUCTION
47	*Juglans nigra*	Black Walnut	15	4	REMOVE	CONSTRUCTION
48	*Picea glauca*	White Spruce	40	3	REMOVE	CONSTRUCTION
49	*Juglans nigra*	Black Walnut	44	7	REMOVE	CONSTRUCTION
53	*Picea glauca*	White Spruce	27	3	REMOVE	CONDITION
58	*Ulmus pumila*	Siberian Elm	42, 38	5	REMOVE	PARKING LOT CONSTRUCTION
59	*Ulmus pumila*	Siberian Elm	44	6	REMOVE	PARKING LOT CONSTRUCTION
60	*Gleditsia triacanthos var. inermis*	Honeylocust	44	6	REMOVE	PARKING LOT CONSTRUCTION
61	*Juglans regia*	English Walnut	58, 56, 27	8	REMOVE	CONDITION
67	*Rhus typhina*	Staghorn Sumac	<10	2	REMOVE	SIDEWALK CONSTRUCTION
68	*Rhus typhina*	Staghorn Sumac	<10	2	REMOVE	SIDEWALK CONSTRUCTION & SIGHT LINES
69	*Rhus typhina*	Staghorn Sumac	<10	2	REMOVE	SIDEWALK CONSTRUCTION & SIGHT LINES
70	*Abies balsamea*	Balsam Fir	30	2	REMOVE	PARKING LOT CONSTRUCTION
72	*Betula papyrifera*	Paper Birch	18, 19, 16, 16	3	REMOVE	SIDEWALK CONSTRUCTION
73	*Tilia cordata*	Little Leaf Linden	10-16	3.5	REMOVE	CONDITION
75	*Juniperus virginiana*	Eastern Red Cedar	41	2.5	REMOVE	DRIVEWAY CONSTRUCTION
76	*Juniperus virginiana*	Eastern Red Cedar	33	2.5	REMOVE	DRIVEWAY CONSTRUCTION

REFER TO TREE ASSESSMENT REPORT FOR ADDITIONAL INFORMATION



KEY MAP

RON KOUDYS LANDSCAPE ARCHITECTS INC

ALL DRAWINGS REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE LANDSCAPE ARCHITECTS WRITTEN PERMISSION.

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION OR TENDER PURPOSES UNLESS SIGNED AND DATED BY RONALD H. KOUDYS, OALA, CSLA, LANDSCAPE ARCHITECT, LONDON, ONTARIO (519) 667-3322.

Ronald H. Koudys, O.A.L.A. C.S.L.A. — DATE

MAR 18, 2019	RE ISSUED FOR REZONING	4.
NOV 1, 2018	RE ISSUED FOR REZONING	3.
JULY 19, 2018	ISSUED FOR REZONING	2.
MAY 17, 2018	ISSUED FOR REVIEW	1.
DATE	DESCRIPTION	No.

PLOTTING INFORMATION:
PLOTTED DATE = MARCH 18, 2019
PLOTTED SCALE = 1:1

ASSOCIATION OF LANDSCAPE ARCHITECTS ONTARIO — MARTHA C. GEORGES — OALA — MEMBER

PROJECT TITLE:

536-542
WINDERMERE RD
LONDON, ON

DRAWING TITLE:

TREE PRESERVATION PLAN

DATE:	SCALE:	DRAWING No.
MAY 2018	AS NOTED	T-1
DRAWN: RKLA Inc.	CHECKED BY: M.B.	
PROJECT No. 18-152Lj		

Tree Preservation Analysis

536 – 542 Windermere Road

12.1.2.6 If there is maintenance required on any tree that is designated for retention, that maintenance should be completed prior to construction or demolition. This can include but is not limited to crown pruning, deep root fertilization, tree watering, and/or soil replacement.

12.1.3 Tree Protection Zones

12.1.3.1 Tree protection zones (TPZ) shall be established based on the criteria in Table 1;

12.1.3.2 Barriers will not be placed within the TPZ rather on the outside of the predetermined area.

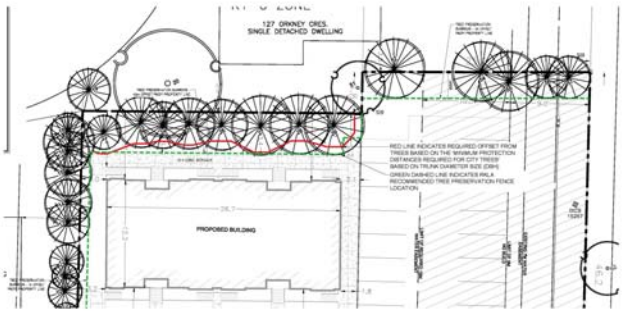
Table 1 Tree Protection Zones:

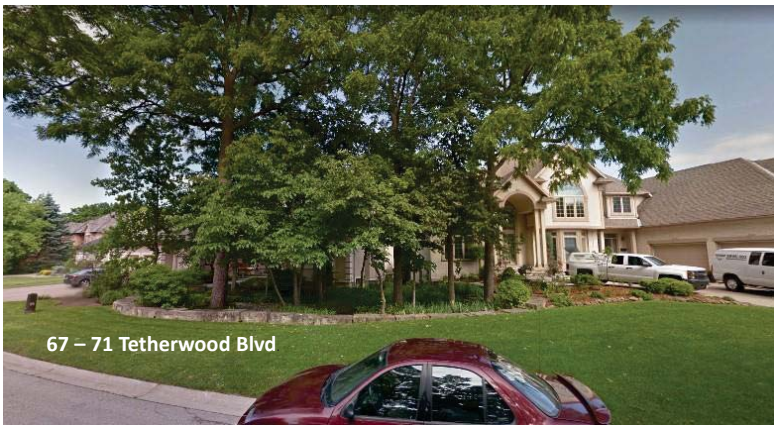
Trunk Diameter (DBH)	Minimum Protection Distances Required City-owned Trees	Minimum Protection Distances Required For areas designated Open Space or Woodlands
	Whichever of the two is greater:	Whichever of the two is greater:
< 10cm	The drip line or 1.2 m	The drip line or 1.2 m
10-29 cm	The drip line or 1.8 m	The drip line or 3.6 m
30-40 cm	The drip line or 2.4 m	The drip line or 4.8 m
41-50 cm	The drip line or 3.0 m	The drip line or 6.0 m
51-60 cm	The drip line or 3.6 m	The drip line or 7.2 m
61-70 cm	The drip line or 4.2 m	The drip line or 8.4 m
71-80 cm	The drip line or 4.8 m	The drip line or 9.6 m
81-90 cm	5.4 m	The drip line or 10.8 m
91-100 cm	6.0 m	The drip line or 12.0 m
>100 cm	6 cm protection for each 1 cm diameter	12 cm protection for each 1cm diameter or the drip line

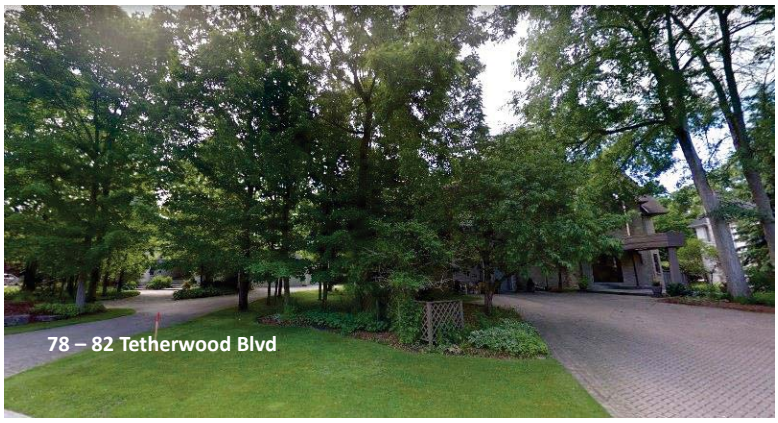
12.1.3.3 An exception to the minimum distance of the TPZ may be when the tree is flanked by a curb, sidewalk, and or asphalt road. In such cases the barrier may be limited to the furthest extent of the grassed boulevard area however root pruning using approved methods must be incorporated to reduce impacts on tree roots due to ripping or tearing of roots. Hand digging, low pressure hydo-vac or air spades may be used to uncover roots for pruning or avoidance by an arborist and roots may be pruned to a depth which will meet the construction requirements. This operation is only to be done with the approval of the City. Roots that are exposed should be covered with wet burlap or soil as soon as possible and watered regularly to prevent them from drying out. Watering is required until such time as the topsoil and sod has been replaced satisfactorily or as otherwise directed by the City.

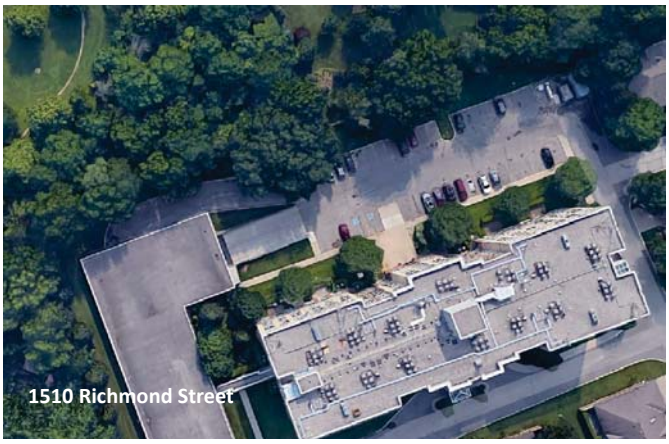
Table 1 Tree Protection Zones:

Trunk Diameter (DBH)	Minimum Protection Distances Required City-owned Trees	Minimum Protection Distances Required For areas designated Open Space or Woodlands
	Whichever of the two is greater:	Whichever of the two is greater:
< 10cm	The drip line or 1.2 m	The drip line or 1.2 m
10-29 cm	The drip line or 1.8 m	The drip line or 3.6 m
30-40 cm	The drip line or 2.4 m	The drip line or 4.8 m
41-50 cm	The drip line or 3.0 m	The drip line or 6.0 m
51-60 cm	The drip line or 3.6 m	The drip line or 7.2 m
61-70 cm	The drip line or 4.2 m	The drip line or 8.4 m
71-80 cm	The drip line or 4.8 m	The drip line or 9.6 m
81-90 cm	5.4 m	The drip line or 10.8 m
91-100 cm	6.0 m	The drip line or 12.0 m
>100 cm	6 cm protection for each 1 cm diameter	12 cm protection for each 1cm diameter or the drip line









Conclusions

1. Set back recommended exceeds the distance recommended under City Guidelines
2. White Spruce is tolerant of construction impacts
3. Preservation area is much larger than similar set backs used for surrounding properties
4. With good monitoring during and post construction the trees have a very high likelihood of little or no detrimental impact

Buffer Zones Z-8945

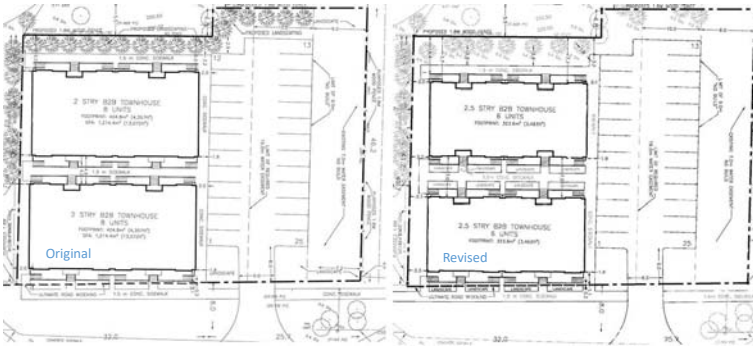
Directives from January PEC Meeting

- Tree preservation plan
- Side yard setback of 0.5m per 1m of building height
- Minimum front yard setback 2.1m
- Minimum rear yard setback of 6m
- Perimeter barrier fencing

Not much has changed on the Revised Site Plan

- Reduction to 12 units
- Expect a 20% - 25% reduction in footprint and massing

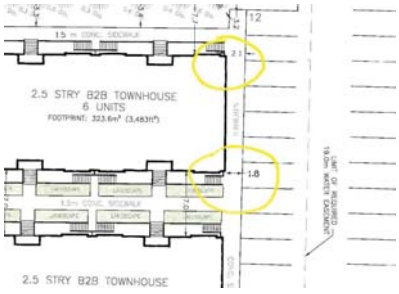
Building envelope has been reduced by only 7.17%



Building massing has been reduced by only 6.74%

Revised Site Plan cont'd

Enlargement of site plan showing amenity spaces adjacent to the parking lot



Note the measurements between the amenity spaces and the parking lot

Site Plan Control Bylaw
- Section 2.6.3 -- Private Outdoor Space (Amenity Space)

Private Outdoor spaces require 7.5m of separation from a parking lot with screening and 15m without screening

(d) Parking Separation (See Figure 2.1)

(i) Common parking lots should not be closer than 3 m (9.8 feet) to a private outdoor space.

(ii) Private outdoor spaces which are more than 1 m (3 feet) lower than a common parking lot should be separated by not less than 7.5 m (25 feet) with appropriate screening and by not less than 15 m (50 feet) without appropriate screening.

(iii) Parking spaces should be oriented so that headlights and fumes are not directed towards the private outdoor space by using a parallel parking arrangement or by screening with planting or fencing.

(e) Orientation

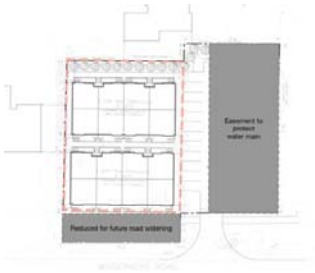
(i) The private outdoor space should be designed and oriented to take advantage of interesting views.

Section 2.6.3 -- Private Outdoor Space cont'd

40% of the site unable to be used for building

There is no way to fix the parking lot/amenity space separation issue

Similar to the January version, this project should not pass site control



Logic for 3m West Side Lot Setback

- Section 4.1.1 of the planning report suggests that R1 set back specifications be applied to these R5 buildings based on similar heights
- The logic used is known as a "false equivalency"
- Taking one criteria from two scenarios and saying that other aspects are equal
- This is comparing apples to bulldozers; where 123 Orkney is the apple and the townhouses are the bulldozer
- The staff report does not refer to any specific policy or bylaw that support the mixing of one zoning bylaw with another

Logic for 3m West Side Lot Setback cont'd

11	REAR AND INTERIOR SIDE YARD DEPTH	STANDARD REGULATION	0.5 metres (1.6 feet) per 1.0 metres (3.28 feet) of main building height, or fraction thereof, but in no case less than 3.0 metres (9.8 feet) when the end wall of a unit contains no windows to habitable rooms, or 6.0 metres (19.7 feet) when the wall of a unit contains windows to habitable rooms. 3.0 metres (9.8 feet) where the end wall of an end unit facing the rear yard and/or interior side yard may contain a window(s) to habitable rooms on the group floor only and no access points to the dwelling unit along the end wall facing the rear yard and/or the interior sideyard.(Z.-1-00761)(Z.-1-021025)

- Part 4 of the staff report refers to Section 9, Table 9.3, Line 11 – that defines setback as a factor of height
- Clearly this 3m minimum is used where a building is less than 6m in height; it does not mean a 3m minimum regardless of height
- The highlighted phrase does not disqualify the preceding calculation and has no foundation as a stand alone minimum
- The 0.5m/1m height is to be used

Logic for 3m West Side Lot Setback cont'd

- 4.1.1 of the on page 12 (near bottom) suggests that a sewer easement on 123 Orkney somehow justifies the 3m set back on the adjacent property
- 4.1.1 on page 13 (near top) states the 3m set back is needed so that plantings can be used to discourage pedestrian traffic in the side lot
- A fence would discourage pedestrian traffic even better
- The staff report does not refer to any specific policy or bylaw that support these suggestions

R5 Zone Regulations cont'd

- Considering that the builder will have to dig up to 2m into the setback to build the foundation, the 3m setback is not adequate protect the trees

January PEC Directives

- Near the end of Part 4.1.1 the report suggests that the 3m setback "will fulfill the bylaws that may be proposed in the next few years"
- (or may not)
- We cannot base current decisions on what future bylaws might be

Summary

- The proposed buildings are too big for this small site evident by the requests for variances on every side
- I said that I would support R5-5 and the 2.1m setback at the front
- I supported the directives mandated by PEC councillors in January
- I ask that all other R5 bylaws be enforced and that the Tree Preservation Plan is improved to maximize the survival of the trees

In closing……

- Some images created by a 3D Modeller

Alley looking into kitchen window of 123 Orkney

Sidewalk at the front – Massing like this is nowhere else in this "Neighbourhood Place Type"

Public sidewalk at the front and its proximity to the building

Public sidewalk at front – Showing Overview – Residents will have to keep their curtains closed – this is not good infill

Human Aspect

- The setbacks in the 1989 Official Plan will never be “antiquated”. They were designed to meet the basic needs of humans and humans have not changed.
- Humans flourish in an environment where there is space and privacy embedded in their living conditions.
- Please provide a livable condition for both the residents of these buildings and the neighbors thereby fulfilling this fundamental human requirement.

January PEC Directives

- The PEC clearly directed the Planning Dept to use the 0.5m set back per 1m of height (or fraction thereof) criteria in their referral back to the Planning Dept
- As we can see, the planning report is trying everything it can to change the setback to 3m (what is the justification to suggest that the PEC directive was not what the PEC desired).
- The concluding statement of section 5.0 suggests the PEC did not have enough information to request the 0.5m/1m height bylaw standard be used. I propose that PEC did have enough information which was presented at the January PEC meeting.
- That said, my previous slides show the information that supposedly the PEC did not have.
- The planning report logic for a 3m side lot set back are not based on the existing policies or bylaws.

R5 Zone Regulations cont’d

- 4.1.1 on page 13 (near top) states the 3m set back is needed so that plantings can be used to discourage pedestrian traffic in the side lot
- An extension of the proposed fence would discourage pedestrian traffic even better
- The staff report does not refer to any specific policy or bylaw that supports this suggestion.

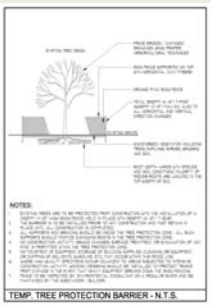
PROTECTING TREES DURING CONSTRUCTION

DBH v Dripline

Determining the Critical Root Zone to be protected during development

- Is using the measure of Diameter at Breast Height (DBH) appropriate?
  - *More Standardized*
  - *More Difficult to Modify*
  - *Recommended by International Society of Arboriculture (ISA)*
- Why is a Dripline measurement based protection inadequate?
  - *Excurrent tree structures (Coniferous) prone to pruning which modifies drip line.*
  - *Better suited for Decurrent Tree structures (Deciduous) with Asymmetric Canopies*
  - *Out of date guideline with little consistency for tree protection*

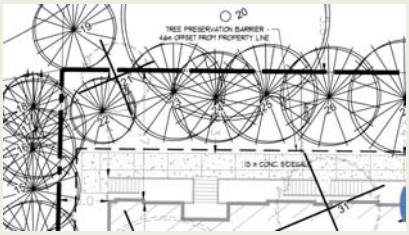
Page 12 of Tree Preservation Report Using Decurrent Structure



Examples At 536-542 Windermere Rd

- Tree Preservation Report Tree #22 and Tree # 23
  - *Tree #22 DBH = 39 cm*
  - *Tree # 23 DBH = 40 cm*
  - *Hedge # 3 - Low limb pruning (slide 7)*

Visual Representation of Dripline from Tree Preservation Report



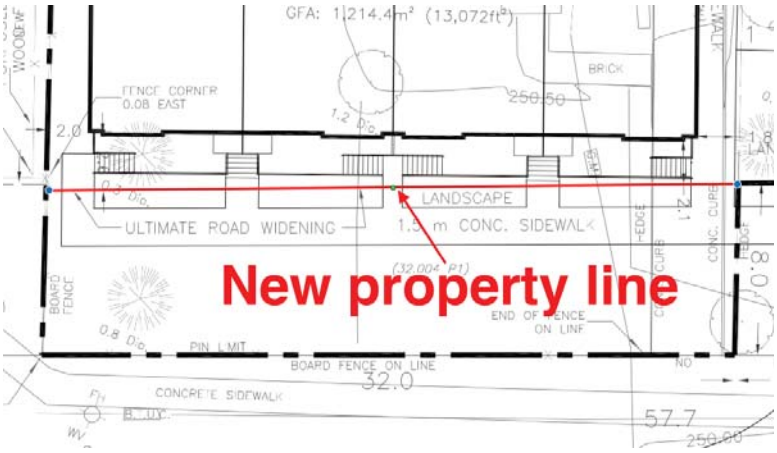
View from the ground

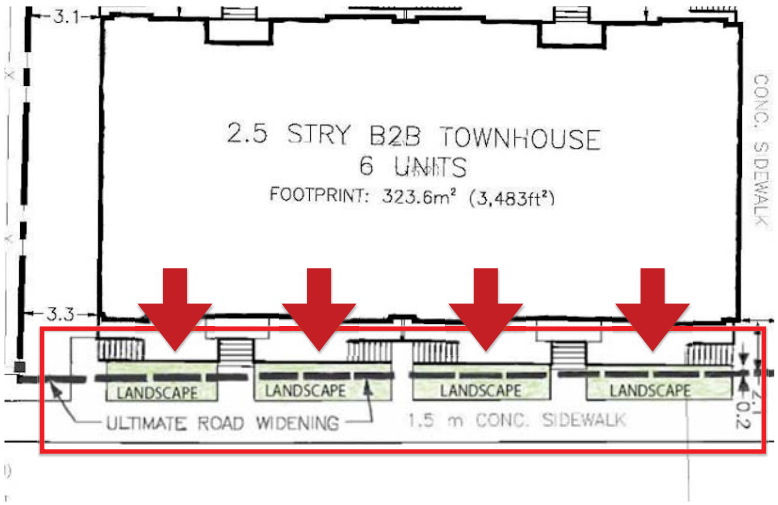
Hedge # 3

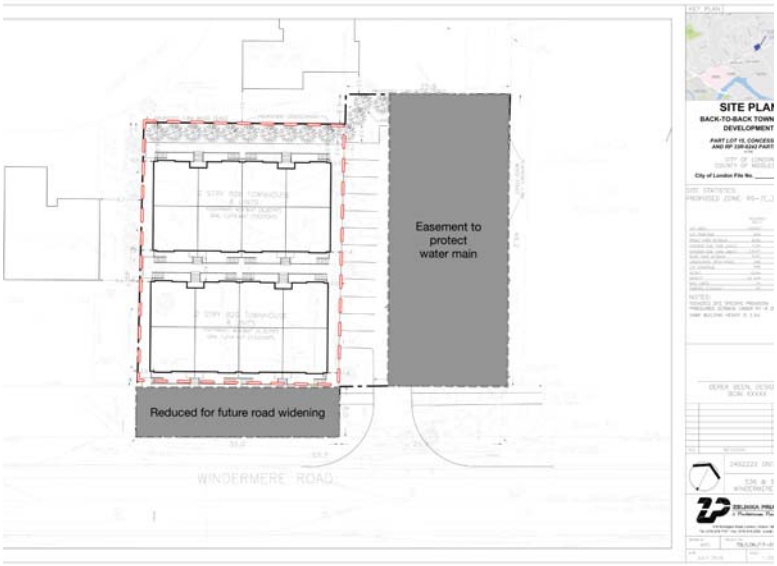
Recommendation: Updating Tree Protection Methodology to Favour DBH based Critical Root Zones, Especially when dealing with Excurrent Tree Structures.

Dripline should be considered an antiquated guideline.

Front Encroachments







Requested Zoning By-law Amendment

Reasons for Recommending Refusal

- The requested amendment does not conform to the residential intensification policies in *The London Plan* or the *1989 Official Plan*.

Specifically, appropriate development standards were not provided to minimize or mitigate potential adverse impacts for adjacent properties to ensure compatibility & good fit with the receiving neighbourhood

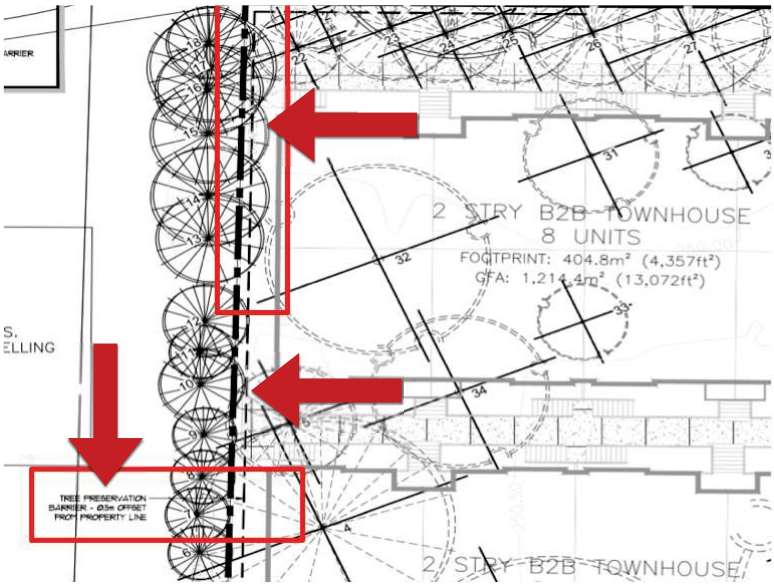
- The Zoning By-law does not contemplate the proposed level of residential intensity in a cluster townhouse form outside of Central London & the proposed intensity & form of development is an over intensification of the site

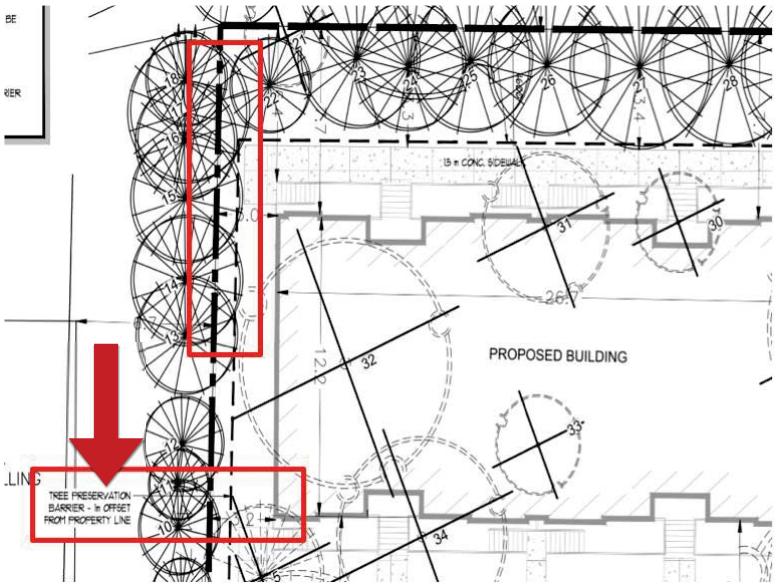
What we asked

- Provide a buffer between this development and our adjacent properties by requiring standard setbacks to the west and rear (north).
- Protect and preserve the perimeter trees, especially to the west and north

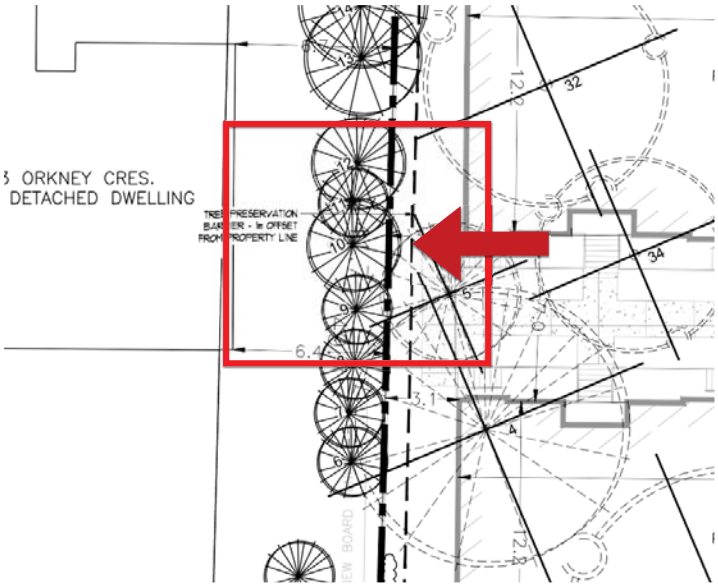
WESTERLY INTERIOR SIDE YARD SETBACK

TREE PROTECTION ZONE





CRITICAL ROOT ZONE



ID #	BOTANICAL NAME	COMMON NAME	LOCATION BLANK=WITHIN SUBJECT SITE	DBH (cm)	CANOPY RADIUS (m)	CROWN CONDITION 1 - DEAD 5 - HEALTHY	STRUCTURAL CONDITION	COMMENTS	PROPOSED ACTION	RATIONALE
9	*Abies balsamea*	Balsam Fir	beyond subject site - 123 Orkney Cres	20	1.5	5	good	uneven crown supressed on east side	PRESERVE	BEYOND SUBJECT SITE
10	*Abies balsamea*	Balsam Fir	beyond subject site - 123 Orkney Cres	30	2	5			PRESERVE	BEYOND SUBJECT SITE
11	*Abies balsamea*	Balsam Fir	beyond subject site - 123 Orkney Cres	10	1.5	5	good	uneven crown supressed on east side	PRESERVE	BEYOND SUBJECT SITE
12	*Abies balsamea*	Balsam Fir	beyond subject site - 123 Orkney Cres	20	2	5	good	uneven crown supressed on east side	PRESERVE	BEYOND SUBJECT SITE
13	*Picea glauca*	White Spruce	beyond subject site - 123 Orkney Cres	28	2.5	5		uneven crown on slight slope, min exp roots	PRESERVE	BEYOND SUBJECT SITE
14	*Picea glauca*	White Spruce	beyond subject site - 123 Orkney Cres	25	2.75	4		uneven crown on slight slope, min exp roots	PRESERVE	BEYOND SUBJECT SITE
15	*Picea glauca*	White Spruce	beyond subject site - 123 Orkney Cres	25	2.75	5		uneven crown on slight slope, min exp roots	PRESERVE	BEYOND SUBJECT SITE
16	*Abies balsamea*	Balsam Fir	beyond subject	15	2.5	5	good	uneven crown	PRESERVE	BEYOND SUBJECT

London Tree Preservation By-Law

Schedule C

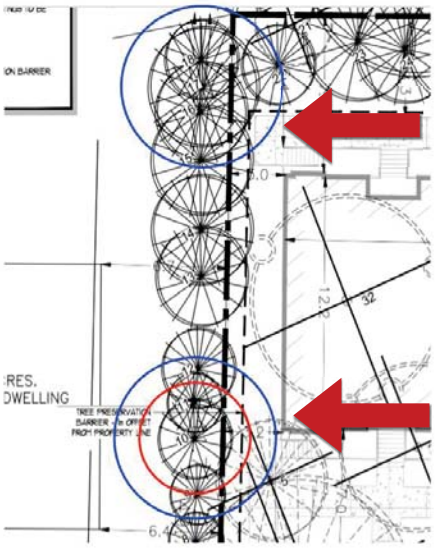
The Critical Root Zone is measured horizontally and radially in all directions from the outside bark at the base of the trunk

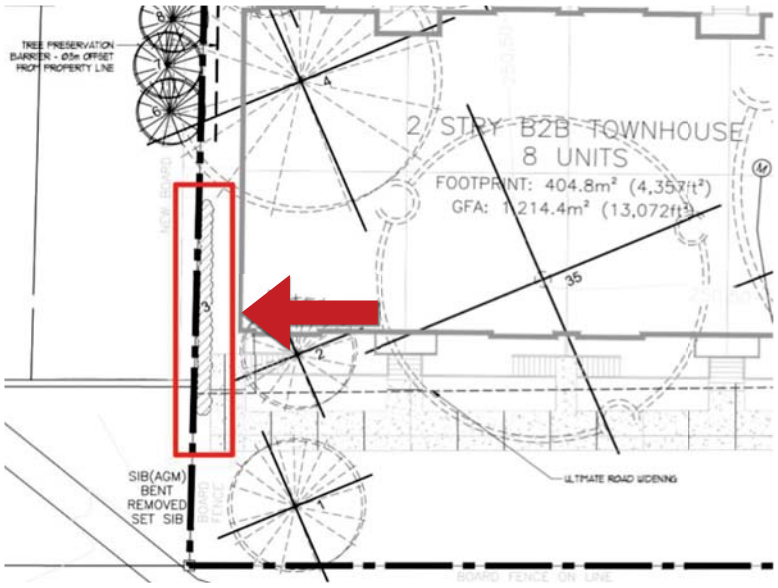
London Tree Preservation By-Law

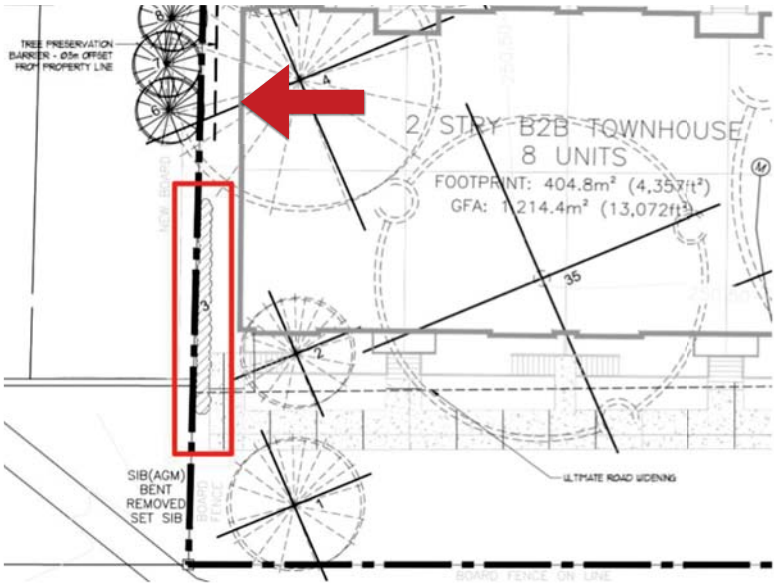
Schedule C

If any drip line cannot be measured, the alternate dimension shown in the Table below shall be used

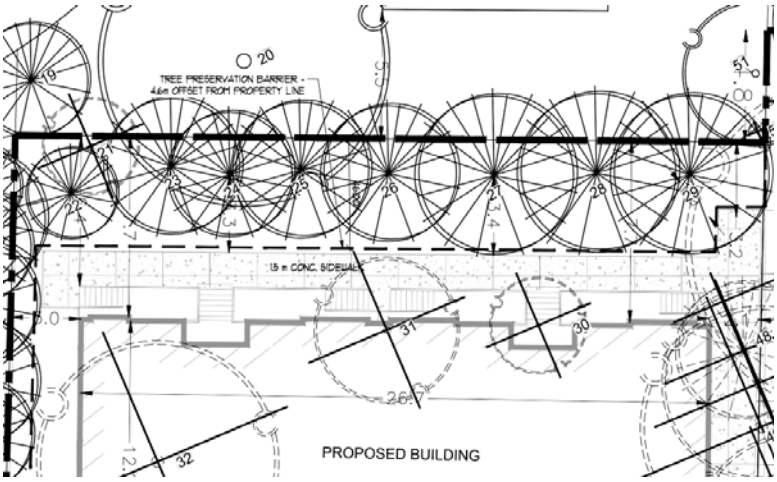
Trunk diameter measured at 1.4m above Natural Ground Level	Critical Root Zone shall be:
Less than 10cm	1.2 m
10 -29 cm	3.6 m
30 - 40 cm	4.8 m
41 - 50 cm	6.0 m
51 - 60 cm	7.2 m
61 - 70 cm	8.4 m
71-80 cm	9.6 m
81-90 cm	10.8 m
91-100 cm	12.0 m
>100 cm	12 cm for each 1cm of diameter

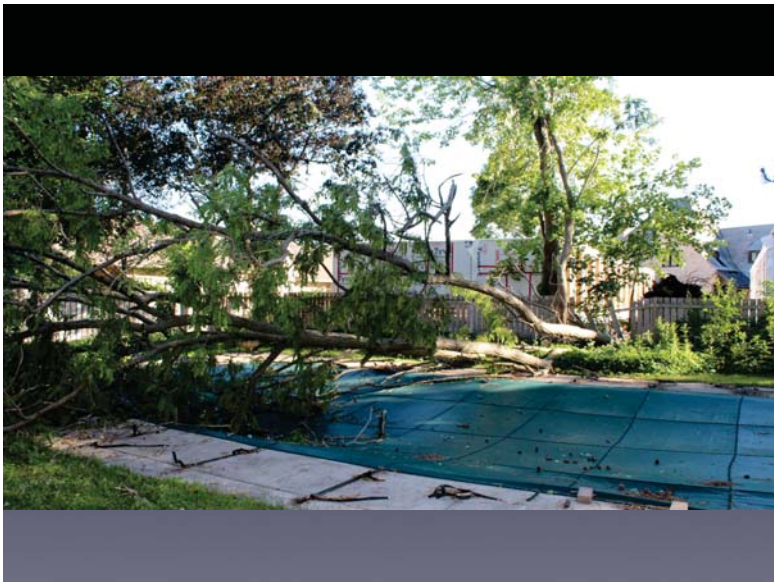






Trunk diameter measured at 1.4m above Natural Ground Level	Critical Root Zone shall be:
Less than 10cm	1.2 m
10 -29 cm	3.6 m
30 - 40 cm	4.8 m
41 - 50 cm	6.0 m
51 - 60 cm	7.2 m
61 - 70 cm	8.4 m
71-80 cm	9.6 m
81-90 cm	10.8 m
91-100 cm	12.0 m
>100 cm	12 cm for each 1cm of diameter





What we are asking

- Maintain the existing setback rules for the westerly interior side yard setback and the northerly rear yard setback to ensure appropriate buffer space between adjacent properties
- Provide strong and specific language to protect and preserve all existing trees along the perimeter of the site with 123 Orkney Crescent and 127 Orkney Crescent, with the following exceptions (#21 - invasive species, #53 and #61 - dead or poor condition)
- Approve the reduced front yard setback of 2.1m, but reject the requested special provision for increased maximum encroachment into the front yard depth of 0.2 metres from the front property line

Appendix B – Alternative By-law

Bill No.(number to be inserted by Clerk's Office)
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 536 and 542 Windermere Road.

WHEREAS 2492222 Ontario Inc. has applied to rezone an area of land located at 536 and 542 Windermere Road, 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 536 and 542 Windermere Road, as shown on the attached map comprising part of Key Map No. A102, from a Residential R1 (R1-6) Zone to a Holding Residential R5 Special Provision (h-5•h-*•R5-5(_)) Zone.

2) Section Number 3.8 2) of the Holding “h” Zone is amended by adding the following Holding Provision:

) h-(*) *Purpose:* The proponent shall retain an archaeologist, licensed by the Ministry of Tourism, Culture and Sport under the provisions of the Ontario Heritage Act (R.S.O. 1990 as amended) to carry out a Stage 1 (or Stage 1-2) archaeological assessment of the entire property and follow through on recommendations to mitigate, through preservation or resource removal and documentation, adverse impacts to any significant archaeological resources found (Stages 3-4). The archaeological assessment must be completed in accordance with the most current Standards and Guidelines for Consulting Archaeologists, Ministry of Tourism, Culture and Sport.

All archaeological assessment reports, in both hard copy format and as a PDF, will be submitted to the City of London once the Ministry of Tourism, Culture and Sport has accepted them into the Public Registry.

Significant archaeological resources will be incorporated into the proposed development through either in situ preservation or interpretation where feasible, or may be commemorated and interpreted through exhibition development on site including, but not limited to, commemorative plaquing.

No soil disturbance arising from demolition, construction, grading, or any other activity, shall take place on the subject property prior to the City of London receiving the Ministry of Tourism, Culture and Sport compliance letter indicating that all archaeological licensing and technical review requirements have been satisfied.

3) Section Number 9.4 e) of the Residential R5 (R5) Zone is amended by adding the following Special Provision:

)	R5-5(_)	536 and 542 Windermere Road		
	a)	Regulations		
		i)	Front Yard Depth (minimum)	2.1 metres (6.96 feet)
		ii)	Height (maximum)	10.5 metres (34.45 feet)
		iii)	Notwithstanding the regulations of Section 4.27 of this By-law to the contrary, on lands zoned R5-5(_) open or covered but unenclosed decks or porches not exceeding one storey in height may project no closer than 0.2 metres (0.66 feet) from the front lot line.	

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.

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.

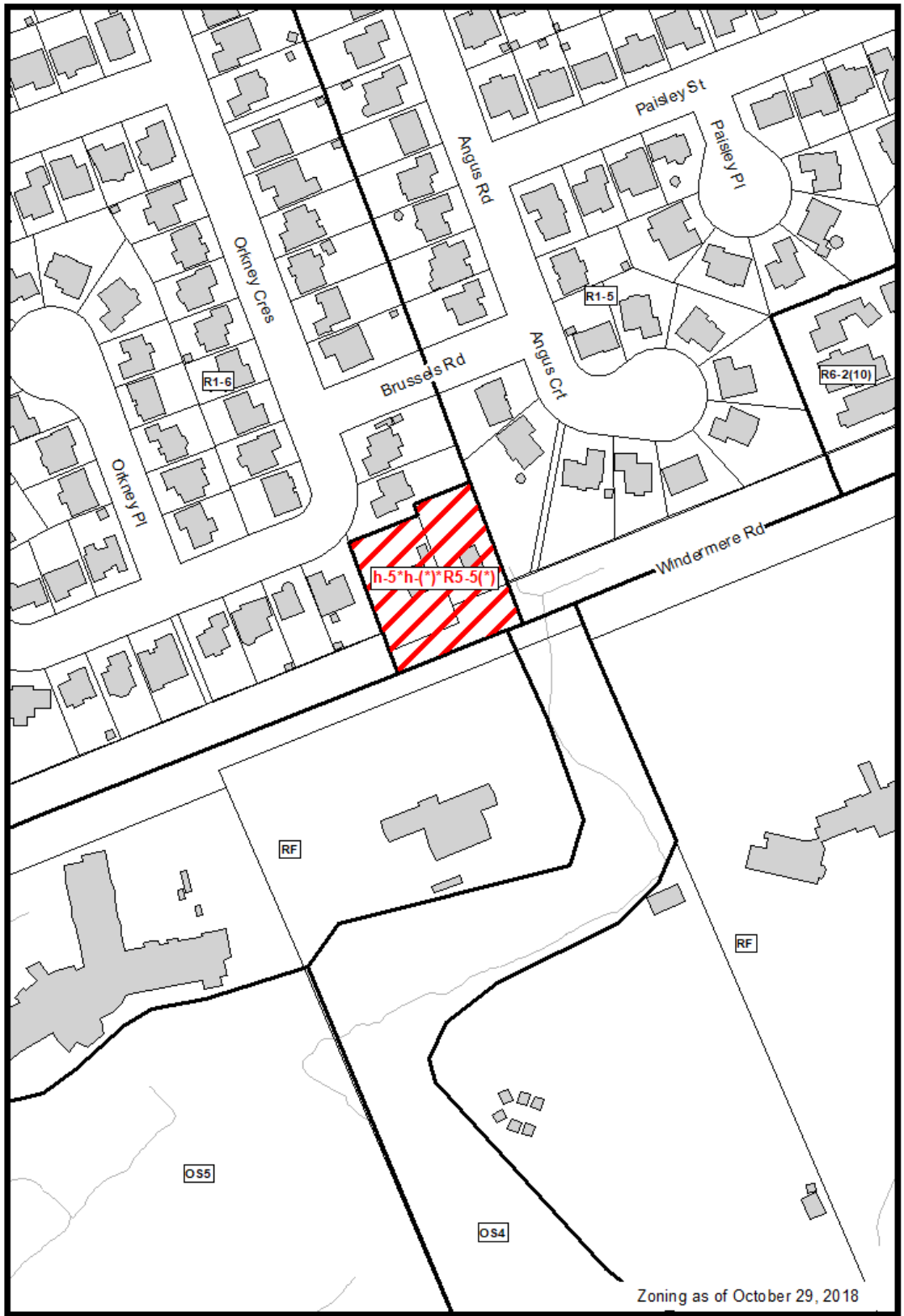
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-8945

Planner: MC

Date Prepared: 2018/11/13

Technician: MB

SUBJECT SITE

1:2,000

Strategic Priorities and Policy Committee

Report

11th Special Meeting of the Strategic Priorities and Policy Committee
April 8, 2019

PRESENT:	Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, A. Kayabaga, S. Hillier
ABSENT:	M. Salih, P. Squire, P. Van Meerbergen, S. Turner
ALSO PRESENT:	B. Card and C. Saunders.

The meeting was called to order at the Spencer Hall Conference Centre, 551 Windemere Road, London, Ontario, at 9:02 AM, with all Members present except Councillors Salih, Squire, Van Meerbergen, Turner and Hillier.

At 1:00 PM, Councillor Hillier entered the meeting.

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: E. Peloza
Seconded by: M. van Holst

That the Strategic Priorities and Policy Committee convene, In Closed Session, for the purpose of considering a matter pertaining to the education and training of Council Members which does not deal with any mater in a way that materially advances the business or decision-making of the Council or standing committee.

Motion Passed

The Strategic Priorities and Policy Committee convened In Closed Session from 9:04 AM to 11:40 AM, from 11:50 AM to 12:55 PM and from 1:36 PM to 3:43 PM.

7. Adjournment

Moved by: E. Peloza
Seconded by: S. Lehman

The meeting adjourned at 3:44 PM.

Motion Passed

Strategic Priorities and Policy Committee

Report

12th Meeting of the Strategic Priorities and Policy Committee
April 8, 2019

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier

ALSO PRESENT: A. Barbon, B. Card, I. Collings, S. Corman B. Coxhead, S. Datars-Bere, J. Fleming, G. Kotsifas, L. Livingstone, J. McGonigle, K. Murray, K. Pawelec, A. Rammeloo, C. Saunders, M. Schulthess, C. Smith, S. Stafford, J. Stanford, J. Taylor, and R. Wilcox.

The meeting was called to order at 5:04 PM, with all Members present.

1. Disclosures of Pecuniary Interest

That it BE NOTED that the following pecuniary interests were disclosed:

a) Councillor S. Turner discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife is an employee of an EarlyON centre;

b) Councillor P. Van Meerbergen discloses a pecuniary interest in Strategy SOC-12 and SOC-13, having to do with licensed child care and early years opportunities, by indicating that his wife operates a daycare; and,

c) Councillor S. Lehman discloses a pecuniary interest in Strategy GOE-21, having to do with London's downtown, by indicating that he is a member of the London Downtown Business Association.

2. Consent

Moved by: J. Morgan
Seconded by: E. Peloza

That Items 2.1, 2.2, and 2.3 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

2.1 Corporate Asset Management Policy

Moved by: J. Morgan
Seconded by: E. Peloza

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the advice of the Manager III, Corporate Asset Management, the proposed by-law appended to the staff report dated April 8, 2019 as Appendix “A” BE INTRODUCED at the Municipal Council meeting on April 23, 2019 to approve the Corporate Asset Management Policy.

Motion Passed

2.2 London Community Grants Policy Update

Moved by: J. Morgan
Seconded by: E. Peloza

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the following actions be taken with respect to the London Community Grants Policy:

a) that the staff report dated April 8, 2019 entitled "London Community Grants Policy Update", BE RECEIVED; and,

b) the proposed by-law appended to the staff report dated April 8, 2019 as Appendix A BE INTRODUCED at the Municipal Council Meeting to be held on April 23, 2019, to repeal and replace By-law No. CPOL.-283-274, entitled London Community Grants Policy; it being noted that Council Policies must be reviewed annually in accordance with the Policy for the Establishment and Maintenance of Council Policies.

Motion Passed

2.3 City of London Service Review: Project Update

Moved by: J. Morgan
Seconded by: E. Peloza

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated April 8, 2019 entitled "City of London Services Review: Project Update", BE RECEIVED; it being noted that KPMG will undertake, on behalf of the City of London, in-depth reviews (“Deep Dives”) of the following opportunities:

1. Service Delivery for Housing;
2. User Fees For Municipal Services; and,
3. Service Delivery for Municipal Golf.

Motion Passed

3. Scheduled Items

3.1 Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results, Strategies, Metrics, Targets and Preliminary Cost Estimates

Moved by: M. Cassidy
Seconded by: E. Peloza

That, the following actions be taken with respect to the draft Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results and Strategies:

a) the staff report dated April 8, 2019 entitled "Council's Strategic Plan 2019-2023: Updated Outcomes, Expected Results, Strategies, and Metrics:, BE RECEIVED;

b) the attached revised "Council's Strategic Plan 2019-2023: Final Outcomes, Expected Results, Strategies, and Metrics" BE APPROVED with the exception of Strategies SOC-12, SOC-13, and GEO-21, and the Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking

resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)";

c) Strategies SOC-12 and SOC-13 BE APPROVED;

d) Strategy GOE-21 BE APPROVED;

e) the new Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)" BE APPROVED; and,

f) the attached "Council Strategic Plan 2019-2023", BE ADOPTED;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation with respect to Back to the River from the Managing Director, Planning and City Planning;

it being further noted that Strategic Priorities and Policy Committee received the attached presentation from Martha Powell, President & CEO, London Community Foundation, and received a verbal delegation from F. Galloway with respect to Back to the River;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 and heard the attached presentation from M. Walker, Abused Women's Centre, S. Yeo, and Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex with respect to Snap Shot and for support for Anova and the London Abused Women's Centre;

it being further noted that the Strategic Priorities and Policy Committee received communications dated April 4 and 5, 2019 and heard a verbal delegation from Robert Huber, President, Thames River Anglers Association with respect to One River, Environmental Assessment;

it being further noted that the Strategic Priorities and Policy Committee received the following communications:

a communication dated April 2, 2019 from Elizabeth Gordon;
a communication dated April 1, 2019 from Steve Holland, President, CUPE 101;
a communication from Tim Kelly, Executive Director, Changing Ways;
a communication dated April 2, 2019 from John Pare, Chief of Police;
a communication dated April 2, 2019 from Linda MacDonald and Jeanne Sarson, Co-founders Persons Against Non-State Torture (NST) Human Rights Defenders;
a communication dated April 2, 2019 from Kelly Ziegner, Chief Executive Officer, United Way Elgin Middlesex;
a communication dated April 3, 2019 from Jeanette Westbrook, Survivor of Non State Torture, and Extreme Violence;
a communication from Sandy Levin regarding suggested changes to Strategic Plan metrics;

it being pointed out that the attached presentation from the Managing Director, Neighbourhood, Children & Fire Services, was received.

Motion Passed

Voting Record

Moved by: M. van Holst
Seconded by: A. Hopkins

That the request for delegation status from the London Community Foundation BE GRANTED for 10 Minutes.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: S. Lewis
Seconded by: E. Peloza

That the request for delegation status from Robert Huber, President, Thames River Anglers Association, BE APPROVED to be heard at this time.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That the Strategic Plan section, Building a Sustainable City, Outcome 2, BSC-20 BE AMENDED to read: “Bring Londoners Back to the River by revitalizing the Thames River", deleting “radiating from the Forks”; and by deleting metric #1, "% of inaugural project at the Forks completed".

Yeas: (6): S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, E. Peloza, and S. Hillier

Nays: (9): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and A. Kayabaga

Motion Failed (6 to 9)

Moved by: E. Peloza
Seconded by: J. Helmer

That the request for delegation status from Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex, BE APPROVED to be heard at this time.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: M. Salih
Seconded by: J. Helmer

That the attached strategic area of focus "Creating a Safe London for Women and Girls" BE INCLUDED in the Council Strategic Plan.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: Mayor E. Holder
Seconded by: M. Salih

That the following action be taken with respect to the Strategic Plan:

a) the following new Strategy and related Metrics BE ADDED to "Growing our Economy (GOE)":

i) Strategy

"Increase the employment rate for Londoners who are not currently participating in the workforce."

ii) Metrics

"% of Londoners aged 25-64 who are 'not employed'

London's participation rate

London's unemployment rate"

b) the following new Metric BE ADDED to Strategy "BSC-29 – Support Londoners to access affordable public transit where they live and work":

i) "BSC-29 Metric

% service hour improvements to industrial areas"

c) the following actions be taken with respect to Strategy GOE-23:

i) Strategy GOE-23 BE AMENDED to read as follows:

"Improve administrative and regulatory processes and by-law requirements to enhance London's competitiveness"

ii) Metrics related to GEO-23 BE AMENDED by adding the following new Metrics:

"% of building permit applications reviewed within legislated timeframes

% of development applications meeting Planning Act timeframes"

d) the following new Strategy and related Metrics BE ADDED to "Building a Sustainable City (BSC)":

i) Strategy

"Replacement of surface parking with efficient, convenient, and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)."

ii) Metrics

"TBD"

e) Strategy GOE-11 BE AMENDED to read as follows:

"Undertake regional planning partnerships with neighbouring municipalities and promote regional connectivity."

Motion Passed

Voting Record of proposed Amendment

Moved by: Mayor E. Holder
Seconded by: M. Salih

The motion to approve parts a) b) c) and e) of the above-noted proposed amendment is put.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: Mayor E. Holder
Seconded by: M. Cassidy

The motion to approve part d) of the above-noted proposed amendment is put.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

Voting Record of Item 3.1

Moved by: S. Lewis
Seconded by: S. Turner

Motion to approve parts a), b) and f) of Item 3.1 is put.

"That, the following actions be taken with respect to the draft Council's Strategic Plan 2019-2023: Draft Outcomes, Expected Results and Strategies:

a) the staff report dated April 8, 2019 entitled "Council's Strategic Plan 2019-2023: Updated Outcomes, Expected Results, Strategies, and Metrics:, BE RECEIVED;

b) the attached revised "Council's Strategic Plan 2019-2023: Final Outcomes, Expected Results, Strategies and Metrics" BE APPROVED with the exception of Strategies SOC-12, SOC-13, and GEO-21, and the Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)";

f) the attached "Council Strategic Plan 2019-2023, BE ADOPTED;

it being noted that the Strategic Priorities and Policy Committee received the attached presentation with respect to Back to the River from the Managing Director, Planning and City Planning;

it being further noted that Strategic Priorities and Policy Committee received the attached presentation from Martha Powell, President & CEO, London Community Foundation, and received a verbal delegation from F. Galloway with respect to Back to the River;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 and heard the attached presentation from M. Walker, Abused Women's Centre, S. Yeo, and Dani Bartlett, Labour Programs & Services Coordinator, United Way Elgin Middlesex with respect to Snap Shot and for support for Anova and the London Abused Women's Centre;

it being further noted that the Strategic Priorities and Policy Committee received communications dated April 4 and 5, 2019 and heard a verbal delegation from Robert Huber, President, Thames River Anglers Association with respect to One River, Environmental Assessment;

it being further noted that the Strategic Priorities and Policy Committee received the following communications:

a communication dated April 2, 2019 from Elizabeth Gordon;
a communication dated April 1, 2019 from Steve Holland, President, CUPE 101;
a communication from Tim Kelly, Executive Director, Changing Ways;
a communication dated April 2, 2019 from John Pare, Chief of Police;
a communication dated April 2, 2019 from Linda MacDonald and Jeanne Sarson, Co-founders Persons Against Non-State Torture (NST) Human Rights Defenders;
a communication dated April 2, 2019 from Kelly Ziegner, Chief Executive Officer, United Way Elgin Middlesex;
a communication dated April 3, 2019 from Jeanette Westbrook, Survivor of Non State Torture, and Extreme Violence;
a communication from Sandy Levin regarding suggested changes to Strategic Plan metrics;

it being pointed out that the attached presentation from the Managing Director, Neighbourhood, Children & Fire Services, was received."

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: A. Kayabaga
Seconded by: J. Morgan

The motion to approve part c) of Item 3.1 is put.

"c) Strategies SOC-12 and SOC-13 BE APPROVED;"

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (2): P. Van Meerbergen, and S. Turner

Motion Passed (13 to 0)

Moved by: S. Lewis
Seconded by: S. Hillier

The motion to approve part d) of Item 3.1 is put.

"d) Strategy GOE-21 BE APPROVED;"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

Moved by: J. Helmer
Seconded by: E. Peloza

The motion to approve part e) of Item 3.1 is put.

"e) the new Strategy under "Building a Sustainable City" for the "replacement of surface parking with efficient, convenient and cost-effective public parking resources to support business, personal and social activity in the Downtown (Downtown Parking Strategy)" BE APPROVED;"

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Lehman

Motion Passed (14 to 0)

4. Items for Direction

Moved by: A. Hopkins
Seconded by: J. Helmer

That Items 4.2 through 4.7 BE APPROVED

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4.2 Request for a Shareholder's Meeting - London Hydro

Moved by: A. Hopkins
Seconded by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for London Hydro Inc.:

a) the 2018 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 28, 2019, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Motion Passed

4.3 Request for a Shareholder's Meeting - London & Middlesex Community Housing

Moved by: A. Hopkins
Seconded by: J. Helmer

That the following actions be taken with respect to the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

a) the 2018 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 24, 2019, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2018 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 20, 2019, from J. Browne, Chief Executive Officer, London & Middlesex Community Housing, with respect to this matter;

it being further noted that the London & Middlesex Community Housing requested delegation status at the Shareholder's Meeting to present the Corporation's Regeneration Plan.

Motion Passed

4.4 Composition of the London & Middlesex Community Housing (LMCH) Board of Directors

Moved by: A. Hopkins
Seconded by: J. Helmer

That the City Clerk BE DIRECTED to bring forward the necessary by-law at a future meeting of the Strategic Priorities and Policy Committee to amend the Board Composition (section 6.2(c)) of the London & Middlesex Community Housing Board of Directors to increase the number of Directors from nine (9) to eleven (11) that would include one (1) additional member of Municipal Council and one (1) additional citizen-at-large.

Motion Passed

4.5 2nd Report of the Governance Working Group

Moved by: A. Hopkins
Seconded by: J. Helmer

That, the following actions be taken with respect to the 2nd Report of the Governance Working Group from its meeting held on March 25, 2019:

a) the following actions be taken with respect to the Municipal Council resolution dated December 19, 2018 regarding a communication from Councillor M. van Holst with respect to Council expense restrictions

and debate at Standing Committees:

i) the discussion regarding the Council Members' Expense Account BE REFERRED to a meeting of the Governance Working Group (GWG) to be held in the first quarter of 2020; and,

ii) the City Clerk BE DIRECTED to report back to the May 6, 2019 meeting of the Governance Working Group (GWG) with proposed amendments to the Council Procedure By-law that would provide for non-members of a Standing Committee to participate in the debate regarding a matter before the Standing Committee; it being noted that the non-members would continue to not be permitted to vote on the matter at the Standing Committee meeting;

b) the matter regarding the process for public appointments to Boards and Commissions BE REFERRED to a future meeting of the Governance Working Group (GWG) when the Civic Administration submits a report on the processes other municipalities undertake to recruit and appoint members of the public to boards and commissions at the beginning of a Council term; and

c) clauses 1.1 and 1.2 BE RECEIVED for information .

Motion Passed

4.6 Confirmation of Appointment to the Striking Committee

Moved by: A. Hopkins
Seconded by: J. Helmer

That the following representatives BE APPOINTED to the Striking Committee for the 2018-2022 Council term:

Skylar Franke - Urban League of London
Jasmine Ball - Pillar Nonprofit
Masoud Karimi - London District Labour Council

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 from Pillar Nonprofit Network regarding this matter;

it being further noted that the Strategic Priorities and Policy Committee received a communication dated April 4, 2019 from the London District Labour Council regarding this matter; and,

it being further noted that the Strategic Priorities and Policy Committee received a communication dated March 28, 2019 from the Urban League of London regarding this matter.

Motion Passed

4.7 Consideration of Appointment to the Hamilton Road Business Improvement Area

Moved by: A. Hopkins
Seconded by: J. Helmer

That the following individuals BE APPOINTED to the Hamilton Road Business Improvement Area Board of Management for the term ending November 15, 2022:

Councillor M. van Holst
Rick Pinheiro, Pinheiro Realty
Cassi Mask-Wildman, Evans Funeral Home
Jackie Stephens, SDI Group Inc.
Joseph Battaglia, Mortgage Intelligentia
David Cardoso, Danny's Wine and Beer
Dann Burt, Ziebart
Jason Lessif, McDonald's
George Karigan, East Side Bar and Grill
Katie Dean, Hamilton Road Legal Centre
Jim Semchism, Ealing Pharma Choice
Raphael Metron, Primeweb

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 29, 2018 from the Hamilton Road Business Improvement Area regarding this matter.

Motion Passed

4.1 Request for Councillor J. Morgan to be Appointed as Council Lead for the 2020-2023 Multi-Year Budget

Moved by: S. Lehman
Seconded by: S. Hillier

That Councillor J. Morgan BE APPOINTED as the Council lead for the upcoming four-year Budget process (2020 to 2023 referred hereafter as the "Multi-Year Budget"), acting as Budget Chair with duties including coordination of Multi-Year Budget activities with the Civic Administration and the Chairing of the Strategic Priorities and Policy Committee meetings where discussion and consideration of the adoption of the Multi-Year Budget takes place.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

Moved by: M. Salih
Seconded by: P. Van Meerbergen

The meeting adjourned at 8:44 PM.

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY (SOC)		
Outcome 1: Londoners have access to the supports they need to be successful.		
Expected Result	**Strategy**	**Metric**
a) Increase affordable and quality housing options.	**SOC-01** Establish and revitalize community housing through a Regeneration Plan.	# of lives impacted through social housing regeneration
		# of new revenue sources through the Regeneration Strategy
		# of additional units
	SOC-02 Increase supportive and specialized housing options for households experiencing chronic homelessness.	# of chronic homeless supported through Housing First
		# of individuals and families experiencing chronic homelessness receiving Homeless Prevention Housing Allowances
		# of supportive housing units for individuals and families experiencing chronic homelessness
	SOC-03 Strengthen the support for individuals and families in need of affordable housing.	# of individuals and families supported through new supplement programs
		% of Homeless Prevention and Housing Plan Recommendations implemented
		% of Identified **London Middlesex Community Housing** (LMCH) Strategic Plan objectives Completed
		% of **LMCH** Service Standards Met
		% of **LMCH** Tenants Satisfied with their Homes
		# of housing units inspected for safety and environmental health
	SOC-04 Utilize innovative regulations and investment to facilitate affordable housing development.	% of Affordable Housing Community Improvement Plan completed
		% of Affordable Housing Development Strategy completed
		% of Inclusionary Zoning Bylaw completed
		% of available school sites analyzed for affordable housing development opportunities
		# of Housing Development Corporation (HDC) recommended/negotiated bonus units at or below Average Market Rent

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued).		
Expected Result	**Strategy**	**Metric**
b) Reduce the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless.	**SOC-05** Create more purpose-built, sustainable, affordable housing stock in London.	# increase of ~~available, purpose-created new affordable rental stock~~ **new affordable housing stock (built in partnership with HDC)**
		# of secondary/single-unit, based stock
	SOC-06 Implement coordinated access to mental health and addictions services and supports.	# of chronically homeless individuals and families that achieve housing stability (housed for 6 months)
		# of individuals and families that become chronically homeless
		# of programs participating in coordinated access practice
	SOC-07 Improve emergency shelter diversion and rapid re-housing practices.	# of unique chronic residents in shelter
		% of individuals successfully diverted from shelter and individuals in shelter rapidly re-housed
c) Support improved access to mental health and addictions services.	**SOC-08** Strengthen and support the mental health and addictions system.	% of Community Mental Health and Addictions Strategy recommendations implemented
		% of priority actions implemented as a result of stewardship of the Middlesex London Community Drug and Alcohol Strategy (CDAS)
		# of formalized partnerships in the Coordinated Informed Response
		% of individuals moved from sleeping rough to shelter or housing through the Coordinated Informed Response
		# of library locations with mental health services available
		# of clients served through consumption and treatment services
		# of clients accessing consumption and treatment services that are referred to treatment supports

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued).		
Expected Result	**Strategy**	**Metric**
d) Decrease the number of London residents experiencing poverty.	**SOC-09** Continue to support and develop collaborative approaches to end poverty.	$ invested to support poverty reduction initiatives
		NEW - # of London residents experiencing poverty
e) Increase opportunities for individuals and families.	**SOC-10** Enhance public trust and confidence by ensuring appropriate response to victims, the vulnerable, and racialized persons and groups.	% of reported sexual assaults that are cleared as unfounded (London Police)
		% of respondents satisfied with the quality of police services in helping victims of crime
		NEW – Metric to be developed by London Police
	SOC-11 Fund and partner with the London Public Library to increase opportunities for people to access the services they need.	% increase in circulation to meet demand for collections
		% of Indigenous people **residing in local First Nations** served
	SOC-12 Improve access to licensed child care and early years opportunities.	# of additional licensed child care spaces created
		# of children in receipt of child care fee subsidy monthly, each year
		# of EarlyON visits made by families
	SOC-13 Work collectively with community partners to improve outcomes and integrated responses for children, youth, families, and older adults.	# of community organizations support collective community agendas
		# of community-based plans implemented
		# of community-supported initiatives implemented annually
		$ invested to support collective community agendas
		% of seniors population served at library locations
		# of youth served at library locations
	SOC-14 Increase programming and activities for residents and families at Dearness Home.	$ invested in auditorium expansion
		# of programs and events offered

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 1: Londoners have access to the supports they need to be successful (continued).		
Expected Result	**Expected Result**	**Expected Result**
f) Improve the health and well-being of Londoners.	**SOC-15** Continue to provide access to planned and managed pathway systems and nature trails within parks and open spaces.	# of user trips on the Thames Valley Parkway (TVP)
		# of kilometres of pathways (including TVP multi-use pathways and Secondary multi-use paths)
		# of kilometres of trails (dirt, woodchip, and gravel)
		NEW - # of connections completed in the Thames Valley Parkway system
	SOC-16 Create programs and exhibitions to foster health and well-being.	% of program participants reporting increased levels of physical activity
		% of program participants reporting increased self-esteem
		# of classes, exhibits, and other programs offered at Museum London
	SOC-17 Deliver health protection and promotion programs guided by population health surveillance.	# of personal service settings inspected by public health inspectors
		% of school age children immunized against vaccine preventable diseases
		# of food-serving establishments inspected by public health inspectors
		% of tobacco and cannabis vendors inspected for compliance with display, handling & promotion sections of the Smoke Free Ontario Act
		# of pregnant women/young families supported through public health home visiting programs and group programs

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 2: Londoners are engaged and have a sense of belonging in their neighbourhoods and community.		
Expected Result	**Strategy**	**Metric**
a) Increase the number of residents who feel welcomed and included.	**SOC-18** Create inclusive engagement opportunities for Londoners.	# of people engaged in the Community Diversity and Inclusion Strategy (CDIS)
		% of CDIS strategies initiated
		# of individuals participate in London & Middlesex Local Immigration Partnership (LMLIP) and City newcomer events.
		% annual newcomer retention rate
	SOC-19 Strengthen understanding of and ability to engage in practices that promote cultural safety.	% of Middlesex London Health Unit (MLHU) staff who have completed Indigenous Cultural Safety Training and/or participated in other opportunities related to Indigenous cultural safety
		# of City of London participants in the Intercultural Competency program
		NEW - # of ABC participants in an intercultural competency program
b) Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community.	**SOC-20** Strengthen engagement opportunities for all Londoners to participate in their neighbourhoods.	# of residents that voted in Neighbourhood Decision Making
		NEW - # of Neighbourhood Decision Making ideas implemented
		# of residents who submitted ideas through Neighbourhood Decision Making
		% of London neighbourhoods supported through community development
		% of neighbourhoods that participate in Neighbourhood Decision Making
		# of active neighbourhood associations
		NEW - # of activities supported within each neighbourhood
		# of Planning education and engagement events held in neighbourhoods
		# of unique venues where Planning events have been held
		# of Subdivision Ambassador outreach events

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 2: Londoners are engaged and have a sense of belonging in their neighbourhoods and community (continued).		
Expected Result	**Strategy**	**Metric**
b) Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community (continued).	**SOC-21** Support neighbourhood festivals, cultural events, and activities across the city.	# of neighbourhood activities supported annually
		NEW - **# of movie nights hosted in neighbourhoods**
		NEW - # of movie nights hosted in neighbourhoods for the first time
		# of neighbourhood events supported
		# of new neighbourhood tools
		$ invested to support community organizations
		% increase in neighbourhoods supported
		# of permitted events
		# of special events requests
		# of festivals and events held annually by Covent Garden Market
		# of events hosted at Western Fair
		# of tasks implemented from the Music, Entertainment, and Culture Districts Strategy
	SOC-22 Expand Social Services client feedback and participation in service delivery design in their community.	# of service delivery design surveys with Ontario Works clients conducted
		# of client engagement sessions conducted
	SOC-23 Implement programs and services that respond to neighbourhood recreation needs.	# of neighbourhoods that have had an increase in recreation participation rates as a result of targeted outreach
	SOC-24 Promote and invest in urban agriculture initiatives.	# of new urban agriculture initiatives implemented and identified by urban agriculture steering committee and City Planning staff
NEW - Strengthen relationships with post-secondary institutions that promote positive, proactive and meaningful dialogue.	**NEW - Create opportunities for regular dialogue with post-secondary institutional partners.**	**NEW – # of meetings promoting positive, proactive and meaningful dialogue**
		NEW – # of shared initiatives
		NEW – # of joint advocacy submissions

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city.		
Expected Result	**Strategy**	**Metric**
a) Continue to invest in culture.	**SOC-25** Provide inclusive and diverse community-focused art and history exhibitions and interpretive programming through the implementation of Museum London's Strategic Plan.	# of Museum visitors
		# of classes, exhibits, and other programs offered at the Museum
		# of experiential tourism opportunities available to Museum visitors
		# of visitor surveys/focus groups
	SOC-26 Engage Londoners in culture to increase community vibrancy and awareness.	# of arts organizations, collectives, and artists funded through the Community Arts Investment Program (CAIP)
		# of heritage organizations and historians funded through the Community Heritage Investment Program (CHIP)
	SOC-27 Invest in Dundas Place.	# of events hosted by the City and Dundas Street Partners (London Public Library, Museum London, Downtown London BIA, etc)
		# of events
		# of new targeted businesses opened on Dundas Place
	SOC-28 Maintain the heritage resources of Eldon House to foster an appreciation of London's community and cultural heritage.	# of artifacts professionally conserved
		# of key security risks mitigated year over year
		% of permanent display artifacts digitized
		# of public programs/special events hosted
		# of new, returning, and online visitors
		% increase in outreach programs year over year
		# of corporate and community partners
		# of staff hours conducting audience research
		% increase in volunteer participation year over year

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city (continued).		
Expected Result	**Strategy**	**Metric**
b) Increase participation in recreation, sport, and leisure activities.	**SOC-29** Remove barriers to access recreation, sport, leisure, and leadership programs and services.	# of individuals receiving Play Your Way financial assistance
		# of opportunities for free drop-in recreation programs
		% of subsidized community garden plots
		% of accessible community garden plots
		# of new play structures with enhanced safety surfaces
		# of multilingual tours offered at Museum London
	SOC-30 Increase the number of recreation, sport, and leisure opportunities.	# of visits to city operated community centres
		# of city owned recreation facilities and major park amenities
		# of registered participants in recreation programs
		# of seniors satellite locations
		% increase in the number of community garden plots
		# of volunteers involved in sport
		# of registered participants
	SOC-31 Work with community partners to create a leading sustainable sport development model.	# of hours accessed through third party agreements
		# of formal agreements with local sport associations
c) Increase resident use of community gathering spaces.	**SOC-32** Invest in community building projects.	# of new seating areas introduced to existing parks
		# of small-scale projects and activations implemented in core neighbourhoods.
		# of tree trunks in Hamilton Road Tree Trunk Tour
		% of available school sites analyzed for parkland opportunities
		# of community gardens
		# of neighbourhood community facilities
	SOC-44 (NEW) Provide public Wi-Fi in recreation facilities, particularly **in areas where customer need and** existing appropriate network connectivity.	% of targeted Wi-Fi implementations completed

STRENGTHENING OUR COMMUNITY		
Outcome 3: Londoners have access to services and supports that promote wellbeing, health, and safety in their neighbourhoods and across the city (continued).		
Expected Result	**Strategy**	**Metric**
Increase neighbourhood safety.	**SOC-33** Develop and implement a Community Safety and Well-Being Plan.	Metrics TBD through the development of the Plan
		NEW - # of active Neighbourhood Watches in London
	SOC-34 Develop and implement an enhanced Public Awareness Program to educate the public on their roles and responsibilities during emergency situations.	# of enhanced awareness and education programs
		# of participants in programs
	SOC-35 Promote and support fire safety through increased public education and prevention, utilizing all the resources of the London Fire Department.	# of inspections and inspection activities completed
		# of public education activities completed
		# of targeted populations reached through public education activities
		~~Fire Education Staff per 1,000 population~~
		~~Fire Prevention Staff per 1,000 population~~
	SOC-36 Reduce collision-related injuries and fatalities through public education and enhanced traffic enforcement.	Collision-related fatality rate
		Collision-related injury rate
	SOC-37 Reduce crime through increased visibility of community patrols and partnership with other agencies to address multi-jurisdictional criminal activity.	Crime Severity Index (London Police)
		Violent crime severity index (London Police)
	SOC-38 Reduce victimization/revictimization through public education, promotion and encouragement of public engagement in crime prevention strategies.	Victimization Rate by population and crime type (London Police)
		Revictimization Rate by population and crime type (London Police)
	SOC-39 Improve emergency response through the development and implementation of the Fire Master Plan and new technology.	Percentile City-wide response time for first Engine to arrive on scene within the Urban Growth Boundary
		NEW: Response Time for first Engine to arrive on scene within the Urban Growth Boundary
		Percentile City-wide response time to assemble 15 Firefighters on scene within the Urban Growth Boundary
		NEW: Response Time to assemble 15 Firefighters on scene within the Urban Growth Boundary
		NEW - # of incidents by response type
	SOC-40 Promote pedestrian safety and active transportation.	# of elementary schools with school travel plans
		# of land development/municipal initiatives where official Middlesex London Health Unit input was provided about healthy community design

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

STRENGTHENING OUR COMMUNITY		
Outcome 4: London's neighbourhoods have a strong character and sense of place.		
Expected Result	**Strategy**	**Metric**
a) Ensure that new development fits within and enhances its surrounding community.	**SOC-41** Prepare and implement urban design guidelines.	# of development applications with urban design review
		# of design guidelines prepared for specific topics or areas
b) Continue to conserve London's heritage properties and archaeological resources.	**SOC-42** Conserve London's heritage through regulation and investment.	% of heritage conservation district strategy (Heritage Places) completed
		% of the municipally-owned Heritage Buildings Conservation Master Plan updated and recommendations implemented
		# of Heritage Alteration Permits processed
		# of heritage conservation districts
		# of heritage properties listed on the municipal registry
		# of heritage properties protected through designation
		# of archaeological assessments completed
c) Increase the number of community gathering spaces in neighbourhoods.	**SOC-43** Invest in community building projects.	% of available surplus school sites analyzed for parkland opportunities
		# of community gardens
		# of neighbourhood and district community centres

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY (BSC)		
Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community.		
Expected Result	**Strategy**	**Metric**
a) Maintain or increase current levels of service.	**BSC-01** Continue to develop the City's Public Art/Monument program.	# of existing public art and monument maintained and restored
		# of public art and monuments created to reflect London's identity
	BSC-02 Develop and document current levels of service and identify proposed level of services.	# of asset types with developed/documented current levels of service
		# of asset types with identified proposed levels of service
	BSC-03 Regenerate and revitalize **LMCH/**Community Housing sites.	# of **LMCH** Units Renovated / Retrofitted
b) Build infrastructure to support future development and protect the environment.	**BSC-04** Complete Waste Disposal Strategy (including the Environmental Assessment for the expansion of the W12A Landfill).	% completion of the Environmental Assessment
		# of Environmental Assessment approval received
		% completion of Waste Disposal Strategy
		# of Environmental Compliance Approvals received
	BSC-05 Work with multi-sectors to finalize the Climate Change/Severe Weather Adaptation Strategy for London's built infrastructure**.**	% completion of Adaptation Strategy for built infrastructure
		% completion of actions assigned to the City between 2020 and 2023
		% completion of actions assigned to Conservation Authorities between 2020 and 2023
	BSC-06 Renew, expand, and develop parks and recreation facilities, and conservation areas in appropriate locations to address existing gaps.	# of new neighbourhood community centres
		# of new parks developed
		# of new conservation areas
		NEW – Metric TBD pending Parks & Recreation Master Plan
	BSC-07 Continue annual reviews of growth infrastructure plans to balance development needs with available funding.	~~# of stakeholders participating in the Growth Management Implementation Strategy Update~~ % of stakeholder satisfaction with the annual Growth Management Implementation Strategy Update process

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community (continued).		
Expected Result	**Strategy**	**Metric**
c) Manage the infrastructure gap for all assets.	**BSC-08** Prioritize investment in assets to implement the Asset Management Plan.	Ratio of Budget to Replacement Value of Asset by functional area, including: • Water • Wastewater – Sanitary • Stormwater • Roads & Structures • Traffic • Parking • Solid Waste • Recreation • Parks • Urban Forestry • Fire • Long Term Care • Corporate Facilities • Culture Facilities • Fleet • Information Technology Land
		Ratio of Budget to Corporate Asset Management Plan targeted infrastructure investment by functional area, including: • Water • Wastewater – Sanitary • Stormwater • Roads & Structures • Traffic • Parking • Solid Waste • Recreation • Parks • Urban Forestry • Fire • Long Term Care • Corporate Facilities • Culture Facilities • Fleet • Information Technology • Land
		% of library locations completed (water, sewer, and utility)
		% completion of library building components
		# of branch libraries revitalized per 10 year cycle
		# of branch libraries with way finding and signage strategy completed
		# of library locations per city growth
		# of library locations with accessibility upgrades (automatic door openers bathrooms, meeting rooms, etc.)
		$ invested to improve Museum London infrastructure
		$ co-invested in master site plan at the Western Fair District
		$ invested in conservation areas

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

<table>
<tr><th colspan="3">BUILDING A SUSTAINABLE CITY</th></tr>
<tr><td colspan="3">Outcome 1: London's infrastructure is built, maintained, and operated to meet the long-term needs of our community (continued).</td></tr>
<tr><th>Expected Result</th><th>Strategy</th><th>Metric</th></tr>
<tr><td rowspan="5">c) Manage the infrastructure gap for all assets (continued).</td><td rowspan="4">BSC-09 Monitor the infrastructure gap to inform the management of City assets.</td><td># of Corporate Asset Management Plan updates published</td></tr>
<tr><td>$ of infrastructure gap by functional area, including:
• Water
• Wastewater – Sanitary
• Stormwater
• Roads & Structures
• Traffic
• Parking
• Solid Waste
• Recreation
• Parks
• Urban Forestry
• Fire
• Long Term Care
• Corporate Facilities
• Culture Facilities
• Fleet
• Information Technology
• Land</td></tr>
<tr><td>$ invested in conservation areas</td></tr>
<tr><td># of Corporate Asset Management Plan updates published</td></tr>
<tr><td>NEW – Communicate the consequences of the infrastructure gap.</td><td>NEW - # of communication channels and educational outreach activities</td></tr>
</table>

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 2: London's growth and development is well planned and sustainable over the long term (continued).		
Expected Result	**Strategy**	**Metric**
a) Improve London's resiliency to respond to potential future challenges.	**BSC-10** Advance sustainability and resiliency strategies.	% of green city strategy completed
		% of resiliency strategy completed
		# of low impact development (LID) projects completed
b) Direct growth and intensification to strategic locations.	**BSC-11** Advance the growth and development policies of the London Plan through enhanced implementations tools and investments in infrastructure.	% of new zoning tool evaluation completed (Phase 1)
		% of new zoning tool completed (Phase 2)
		# of London Plan policies in force
		% of agricultural land preserved
		% of Urban Growth Boundary review completed
		% growth that is intensification (within Built Area Boundary)
		% intensification within Primary Transit Area
		% growth within Urban Growth Boundary
		100% of Provincially Significant Wetlands, Areas of Natural and Scientific Interest, and Environmentally Significant Areas retained
		# of additional permit ready lots available
		# of additional market ready units available
	BSC-12 Prepare detailed plans for strategic locations.	# of secondary plans completed
	BSC-13 Revitalize London's downtown and urban areas.	# of dwelling units in Downtown Community Improvement Plan
		# of dwelling units in Old East Village Community Improvement Plan
		# of dwelling units in SoHo Community Improvement Plan
	BSC-14 Monitor city building outcomes with the London Plan.	Metrics TBD pending the development of the monitoring tool
	NEW – Replace surface parking with efficient, convenient, and cost-effective public parking resources to support business, personal, and social activity in the Downtown (Downtown Parking Strategy).	**TBD**

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment.		
Expected Result	**Strategy**	**Metric**
a) Increase waste reduction, diversion, and resource recovery.	**BSC-15** Work with residents and organizations to implement the 60% Waste Diversion Action Plan.	# of groups or organizations actively involved in promoting waste diversion
		% reduction in per capita waste generation
		% of residential waste is diverted from landfill
		% of households participating in the Green Bin Program
		NEW - % of industrial, commercial and institutional (IC&I) waste diverted from landfill
b) Increase community knowledge and action to support the environment.	**BSC-16** Collaborate on environmental actions with community groups through the London Environmental Network (LEN) and businesses as part of Green Economy London.	# of businesses/institutions that have joined because of City collaboration
		# of collaborative projects with community groups undertaken
	BSC-17 Increase community environmental outreach for the built environment through CityGreen.	# of CityGreen activities or events hosted
		# of participants in environmental education provided by Conservation Authorities
c) Protect and enhance waterways, wetlands, and natural areas.	**BSC-18** Implement strategies, policies, and programs to conserve natural areas and features.	# of Conservation master plans/ecological restoration plans completed
		# of hectares of buckthorn removed
		# of hectares of Environmentally Sensitive Area (ESA) land managed through Upper Thames River Conservation Authority (UTRCA) contract
		# of Hectares of invasive species other than buckthorn or phragmites removed
		# of ecological assessments reviewed
		# of Environmental Impact Studies monitoring compliance prior to subdivision assumption
		# hectares of phragmites removed
		# of hectares of wetlands created by Conservation Authorities
		# of trees planted by Conservation Authorities
		# of hectares of grasslands created by Conservation Authorities

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment (continued).		
Expected Result	**Strategy**	**Metric**
c) Protect and enhance waterways, wetlands, and natural areas (continued).	**BSC-19** Improve water quality in the Thames River.	# of Thames River water quality samples taken
		NEW – Surface Water Quality Report Card for the Thames River (published every 5 years by UTRCA)
		# of homeowner grants provided to reduce basement flooding and treatment plant bypasses
		# of kilometers of combined sewer replaced
		# of litres reduction in raw sewage bypasses to the Thames River during large rain storms
		# of litres per day increase in ability to treat sewage during large rain storms
	BSC-20 Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks.	% completion of the Forks Inaugural Project
		% completion of the SoHo Back to the River Environmental Assessment
		% completion of the SoHo Inaugural Construction Project
	BSC-21 Implement recommendations associated with the River Management Plan and One River Environmental Assessment.	# of projects completed from Environmental Assessment
d) Conserve energy and increase actions to respond to climate change and severe weather.	**BSC-22** Develop and implement the next Corporate Energy Management Conservation & Demand Management (CDM) Strategy.	% completion of CDM Strategy (2019-2023)
		% completion of CDM Strategy actions
		% completion of the updated Green Fleet Plan
		% reduction in corporate energy use on a per person basis compared to 2007
		% reduction in greenhouse gas generation levels from 2007 levels

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 3: London has a strong and healthy environment (continued).		
Expected Result	**Strategy**	**Metric**
d) Conserve energy and increase actions to respond to climate change and severe weather (continued).	**BSC-23** Work with multi-sectors to develop and implement the next Community Energy Action Plan (CEAP).	% completion of CEAP **Strategy** (2019-2023)
		% completion of CEAP actions assigned to the City between 2020 and 2023
		% completion of CEAP actions assigned to Conservation Authorities between 2020 and 2023
		% reduction in energy use on a per person basis compared to 2007
		% reduction in greenhouse gas generation levels from 1990 levels
		# of stakeholder organizations, groups or businesses actively engaged in CEAP
		% reduction in greenhouse gas per person from 1990 levels
	BSC-24 Update flood forecast and warning system to address a changing climate.	# of updates completed annually
	BSC-25 Assess health vulnerability to climate change.	# of days of heat warnings
		# of days of cold weather alerts
		# of ticks testing positive for Lyme disease
		# of Vector Borne Diseases not previously reported in London

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 4: Londoners can move around the city safely and easily in a manner that meets their needs.		
Expected Result	**Strategy**	**Metric**
a) Increase access to transportation options**.**	**BSC-26** Build more infrastructure for walking and bicycling.	# of metres of sidewalks built
		NEW – % decrease in Urban Growth Area streets without sidewalks
		# of metres of bike lanes built
		NEW - # metres of protected bike lanes built
	BSC-27 Continue to expand options and programs to increase mobility.	% completion of a Bike Parking Action Plan
		% completion of a monitoring program for building a bike-friendly London
		% completion of a Transportation Management Association Feasibility Study
		% completion of Bike Share Business Case
		% completion of transportation demand management actions between 2020 and 2023
	BSC-28 Develop a strategic plan for a future with connected and autonomous vehicles.	% completion of the strategic plan
	BSC-29 Support Londoners to access affordable public transit where they live and work.	# of subsidized ~~passes~~ rides (Income-Related, Youth, and Visually Impaired, **Seniors and Children 12 and Under**) ~~sold on average per month~~
		~~# of subsidized rides (Children 12 and Under and Seniors) on average per month~~
		% of service hour improvements to industrial areas
	BSC-30 Implement the London Transit Commission (LTC) 5 Year Specialized Service Plan.	# of lower and level non-accommodated trips
		Increase rides per capita (of specialized transit)
		NEW - # of paratransit rides
	BSC-31 Implement the LTC Ridership Growth Strategy.	Increase ridership
		Increase rides per capita
	BSC-32 Implement a rapid transit system to improve the reliability and capacity of existing transit service and support London Plan city building.	% increase in people carrying capacity
		% of PM peak period boardings and alightings at a fully accessible transit platform
		% of residences within walking distance of higher order transit
		% of jobs within walking distance of higher order transit
	BSC-33 Implement the LTC 5 Year Conventional Service Plan.	Increase ridership
		Increase rides per capita

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

BUILDING A SUSTAINABLE CITY		
Outcome 4: Londoners can move around the city safely and easily in a manner that meets their needs (continued).		
Expected Result	**Strategy**	**Metric**
b) Manage congestion and travel times.	**BSC-34** Continue to improve the traffic signal system for the benefit of all road users.	% reduction in the afternoon peak Travel Time Index (ratio of off-peak to peak travel times on busy roads)
		NEW - # of traffic signals upgraded to the TIMMS Advanced Traffic Management System
	BSC-35 Implement the strategic program of road improvements identified in the Smart Moves Transportation Master Plan.	# of lane kilometres of road added to the transportation network
		# of new road-rail underpasses constructed
c) Improve safety for all modes of transportation.	**BSC-36** Implement infrastructure improvements and programs to improve road safety.	**%** reduction in **total** injury and fatality collisions
		NEW - % reduction in pedestrian injury and fatality collisions
		NEW - % reduction in cyclist injury and fatality collisions
d) Improve the quality of pedestrian environments to support healthy and active lifestyles.	**BSC-37** Plant more trees to increase the city's tree canopy cover.	# trees planted on streets, open spaces and parks
	BSC-38 Respond to changing participation patterns and emerging activities by adapting public spaces and programs.	# of benches added to parks
		# of lights added to parks
		% of public satisfied with park and open space
		# of kilometres of pathway improved
	BSC-39 Increase pedestrian amenities on streets.	% of street projects with urban design review
		# street trees planted
		$ made available for cost-sharing neighbourhood street lighting projects
		NEW – % decrease in neighbourhood streets without streetlights

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY (GOE)		
Outcome 1: London will develop a top quality workforce.		
Expected Result	**Strategy**	**Metric**
a) Increase access employers have to the talent they require.	**GOE-01** Increase employers' access to resources to help achieve best practices in talent recruitment and retention.	# of agencies and institutions committed to developing a top quality workforce
		# of activities to support employers
		# of employer meetings
	GOE-02 Increase Ontario Works client participation within employment activities.	~~% of Ontario Works file terminations exiting to employment~~ **% of Ontario Works cases terminated as a result of participants exiting to employment**
		% of eligible clients that have an active outcome plan
	NEW – Increase the employment rate for Londoners who are not currently participating in the workforce.	**NEW - % of Londoners aged 25-64 who are 'not employed'**
		NEW – London's participation rate
		NEW – London's unemployment rate
b) Increase opportunities between potential employers, post-secondary institutions, and other employment and training agencies.	**GOE-03** Increase the number of local internship opportunities for post-secondary students.	Metrics TBD
	GOE-04 Increase the number of connections between employers, post-secondary students, newcomers, and other employment and training agencies.	# of activities to support connections of students to business
		# of activities to support connections of employers to employment and other training agencies
		# of activities to support connections of employers to newcomers
		# of networking opportunities provided for cultural workers in art, history, literature, music, and digital technology
	GOE-05 Attract, retain, and integrate international students, and newcomer skilled workers, and entrepreneurs.	# of newcomer attraction activities supported
		# of newcomer retention and integration activities supported
		% annual newcomer retention rate

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY		
Outcome 2: London is a leader in Ontario for attracting new jobs and investments.		
Expected Result	**Strategy**	**Metric**
a) Increase partnerships that promote collaboration, innovation, and investment.	**GOE-06** Expand opportunities and activities through the London Waste to Resources Innovation Centre.	# of resource recovery pilot projects initiated
		# of companies collaborating on resource recovery projects
		# of signed Memorandums of Understanding (MoUs)
	GOE-07 Implement the Smart City Strategy.	% of Smart City Strategy completed
	GOE-08 Seek out and develop new partnerships and opportunities for collaboration.	# of City Planning projects completed in collaboration with educational institutions
	GOE-09 Plan for High Speed Rail.	Metrics TBD
	GOE-10 Collaborate with regional partners on international missions for new investment attraction.	# of regional investment promotion missions
	GOE-11 Undertake regional planning partnerships with neighbouring municipalities **and promote regional connectivity.**	# of area municipalities engaged in regional planning
	GOE-12 Grow tourism revenues through initiatives that build awareness and interest in London.	# of overnight visitors to London
		$ of tourism spending in London
	GOE-13 Support tourism by facilitating local, provincial, and national stakeholders to encourage community economic development, business partnerships, product development and legacy development for London.	$ of economic impact of tourism in London
		$ tourism revenue generated as a total of Gross Domestic Product (GDP) for Ontario
		$ tourism revenue generated as a total of Gross Domestic Product (GDP) for London
	GOE-14 Support the development of agricultural industry and promote its value to the urban community through the establishment of an Agricultural Centre of Excellence.	# of industry leading farm and poultry shows
		$ leveraged to support Agricultural Centre of Excellence
		# of Agricultural Centre of Excellence partners
		# of Agricultural Centre of Excellence users
	NEW – Work with multi-sector stakeholders to develop a Screen-Based Industry Strategy.	**NEW – Metric TBD through strategy development**

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY		
Outcome 2: London is a leader in Ontario for attracting new jobs and investments (continued).		
Expected Result	**Strategy**	**Metric**
b) Maintain viability in key global markets.	**GOE-15** Continue to engage the community to attract conventions, conferences, and multi-day events to London contributing to the community's economic prosperity.	$ of economic impact (in millions)
		$ of total revenue (in millions)
	GOE-16 Create a vibrant entertainment district in the City of London.	# of events held at the Western Fair
		# of outdoor patio venues
		# of private music venues
c) Increase public and private investment in strategic locations.	**GOE-17** Revitalize London's downtown and urban areas.	$ value of all construction projects in receipt of CIP loans
		Ratio of Construction Value to CIP loans within Community Improvement Plan (CIP) areas
		% per year assessment growth rate above inflation in CIP areas
		$ of Covent Garden Market sales revenue
		% of Covent Garden Market tenant vacancy
		NEW – $ contributed to a reserve fund for property acquisition within Community Improvement Plan areas
d) Increase public and private investment in amenities that attract visitors, a talented workforce, and investment.	**GOE-18** Invest in city building projects.	# of city building project studies completed
		# of Downtown Plan initiatives implemented
		# of units zoned within Old Victoria Hospital lands
	GOE-19 Increase partnership funding, sponsorships, and donations to recreation services and amenities.	$ of partnerships, sponsorships and donations
		# of adopt-a-parks
e) Maintain foreign investment attraction, local retention, and growth and entrepreneurship support programs.	**GOE-20** Ensure job growth through attraction of new capital from a diverse range of markets and industries.	# of jobs created
		NEW- # of active retention and expansion files
		NEW - # of jobs retained

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

GROWING OUR ECONOMY		
Outcome 3: London creates a supportive environment where entrepreneurs, businesses, and talent can thrive.		
Expected Result	**Strategy**	**Metric**
a) Increase access to supports for entrepreneurs and small businesses, and community economic development.	**GOE-21** Revitalize London's Downtown and urban areas.	# of Business Improvement Areas (BIAs) supported
		# of Community Improvement Plan financial incentive applications processed
		% of targeted businesses in BIAs
		# of net new businesses in BIAs
		$ invested in BIA administration
	GOE-22 Support entrepreneurs, start-up, and scale-up companies.	# of supports provided for start-ups and scale-ups
		# of activities to support entrepreneurship growth
		# of artist performance opportunities created
		# of music workshops and networking opportunities created
b) Increase efficiency and consistency for administrative and regulatory processes.	**GOE-23** Improve administrative and regulatory processes and by-law requirements **to enhance London's competitiveness.**	# of Planning policy/procedural manuals created
		# of bylaws reviewed and amended or repealed
		# of building processes reviewed and improved
		% of building permit applications reviewed within legislated timeframes
		% of development applications meeting *Planning Act* timeframes
		# of development processes reviewed and improved
	GOE-24 Improve access and navigation of City services and supports through Service London Business.	# attendees at collaborative regulatory workshops
		# of customer journeys mapped and improved
		# of visits to Service London Business Counter
		# of visits to Service London Business website
c) Increase the availability of serviced land in strategic locations.	**GOE-25** Continue to invest in land acquisition and servicing to recruit and retain new industrial employees.	# hectares sold of City-owned industrial land inventory
		# of new jobs created in City-owned industrial parks
		$ increase in taxes paid by companies operating in City-owned industrial parks
		NEW – # of hectares of industrial land purchased to meet minimum Industrial Land Development Strategy target of 200 hectares of available land

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

CREATING A SAFE LONDON FOR WOMEN AND GIRLS		
Outcome: London has enhanced the potential for women and girls to live safe lives.		
Expected Result	**Strategy**	**Metric**
Decrease male violence against women and girls who are subjected to abuse, assault and non-state torture in their intimate relationships; sex trafficking; sexual assault; and workplace harassment.	Apply a three pillared framework (legislation, public awareness, and funded services) in policy and by-law development.	**TBD**
	Ensure women and girls with lived experience, including but not exclusive to Indigenous and newcomer women and girls, are included in the development of policies, by-laws, and programs that affect them.	**TBD**
	Develop policies, by-laws and programs that make the safety of women and girls a priority, including policies and procedures that ensure workplace harassment is addressed appropriately with sanctions against harassers and supports for victims.	**TBD**
	Implement mandatory comprehensive training on male violence against women and girls in their intimate relationships; sex trafficking, workplace and sexual harassment; non-state torture; and sexual violence for all City employees and encourage all London's agencies, boards and commissions to also implement the training.	**TBD**
	Increase the number of women in senior management positions and other positions of power.	**TBD**
	Work with the London Transit Commission to enhance the safety of women and girls on public transit, for example longer hours of bus service and free service to low-income women.	**TBD**
	Work together with City of London Housing Services, Housing Development Corporation, London-Middlesex Housing Corporation to build more accessible and safer housing options for women and girls.	**TBD**
	Maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls. Full implementation of Housing First policy to be contingent on availability of immediate access to safe, affordable housing.	**TBD**
	Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing.	**TBD**
	Recognize London as a sex trafficking hub and take action to work collaboratively towards solutions.	**TBD**
	Investigate signing the Global Every Woman Treaty and encourage AMO, FCM, other provincial associations, the governments of each province and the federal government to do the same.	**TBD**
	Include male violence against women and girls in discussions and decisions made at the Town and Gown Committee.	**TBD**
	Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices programs); and London Police Services (DV Unit and HT Unit).	**TBD**
	Commit to applying a trauma and violence-informed lens to strategic plan for the City of London, ensuring that an intersectional approach is applied to address violence against women and girls in our community.	**TBD**

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE (LPS)		
Outcome 1: The City of London is trusted, open, and accountable in service of our community.		
Expected Result	**Strategy**	**Metric**
a) Increase opportunities for residents to be informed and participate in local government.	**LPS-01** Develop and deliver a corporate communications strategy, including staff training and tools to enhance communications and public engagement.	Metrics TBD through the development of the Corporate Communications Strategy
		# of media relations training sessions offered
		# of Public Engagement Forum meetings
		% Resident public engagement satisfaction score
		% of City Planning outreach and education strategy completed
		# of residents that participate in the Neighbourhood Decision Making process
		# of communication channels for Multi-Year Budget (MYB) engagement process
		# of resident interactions in the Multi-Year Budget engagement process
b) Improve public accountability and transparency in decision making.	**LPS-02** Measure and publicly report on corporate performance.	# of public reports the City of London participates in (BMA Consulting, Municipal Benchmarking Network Canada (MBNC), etc.)
		# of strategic plan progress and performance reports
		# of reports to the community, including the annual community survey
	LPS-03 Increase access to information to support community decision making.	# of open data sets available
		# of new tools available, such as a citizen dashboard
c) Build relationships with Indigenous peoples that are respectful, transparent, responsive, and accountable.	**LPS-04** This strategy must be developed in partnership with Indigenous peoples, including local First Nations.	Metrics TBD through the development of the strategy
		% of Middlesex London Health Unit (MLHU) staff who have completed Indigenous Cultural Safety Training and/or participated in other opportunities related to Indigenous cultural safety
		# of City of London participants in the Intercultural Competency program
		NEW - # of ABC participants in the intercultural competency program
		NEW – Indigenous Relations position filled
		NEW – # initiatives supporting reconciliation implemented
d) NEW - Increase the effectiveness of London's strategic advocacy.	**NEW – Promote London's intergovernmental priorities through Municipal Associations.**	**TBD**
	NEW – Increase the awareness of, and support of, Council's strategic advocacy priorities.	**TBD**

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 2: Londoners experience exceptional and valued customer service.		
Expected Result	**Strategy**	**Metric**
a) Increase community and resident satisfaction of their service experience with the City.	**LPS-05** Create new and/or enhance opportunities for residents and neighbourhood groups to engage on program and service needs.	% of all community centre visitors rating overall experience as good or excellent
		% program utilization rate
		% satisfaction rate of annual community survey
b) Increase responsiveness to our customers.	**LPS-06** Research and respond to emerging planning trends and issues.	% of Provincial Planning legislation and policy updates reviewed and reported to Council
		# of reports addressing emergent planning issues
	LPS-07 Streamline customer intake and follow-up across the corporation.	**% of identified City staff** that receive customer service training **by Service Area**
		% of customers surveyed at point of transaction
		% of customers satisfied with the services they received at point of transaction
		% of service requests completed by planned completion date
		% of Eligibility Determinations into Ontario Works made within 4 days
		% of Ontario Works clients that access intake within 5 minutes
		# of building and development processes reviewed and improved

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 2: Londoners experience exceptional and valued customer service (continued).		
Expected Result	**Strategy**	**Metric**
c) Increase efficiency and effectiveness of service delivery.	**LPS-08** Implement customer service standards.	**%** of Service Requests completed by Planned Completion Date
		% of customers satisfied with the service they received
	LPS-09 Conduct targeted service reviews.	# of zero-based budget reviews completed
		# of additional reviews completed
		NEW – Total service reviews completed with efficiencies identified
	LPS-10 Promote and strengthen continuous improvement practices.	# of City employees with Lean training
		# of individuals that participate in continuous improvement events
		# of employees engaged in continuous improvements
		# of financial process improvements
		# of continuous improvements projects undertaken across the corporation
	LPS-11 Demonstrate leadership and accountability in the management and provision of quality programs, and services.	% satisfaction rate of annual community survey
	LPS-12 Accommodate long-term space needs for the City of London and optimize service delivery locations.	TBD - Pending approval of Master Accommodation Business Plan (MAP) business case through MYB
	LPS-13 Improve animal welfare by encouraging more animal adoption.	% rate of companion animal live release
	LPS-30 Improve residents' satisfaction with winter road and sidewalk maintenance.	% average of winter storms where the response exceeds provincial road maintenance standards
		NEW – % increase in London residents indicating they are very/somewhat satisfied with snow clearing and removal in the annual citizen satisfaction survey

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 2: Londoners experience exceptional and valued customer service (continued).		
Expected Result	**Strategy**	**Metric**
d) Reduce barriers to access city services and information.	**LPS-14** Enhance collaboration between Service Areas and community stakeholders to assist residents to access services and supports.	# of new processes developed to ensure that city resources are shared across Service Areas
		# of cross-functional teams supporting community initiatives
		% of community initiatives that share information and resources across the corporation
		# of staff training sessions related to mental health and addictions, cultural competency, and community resources
		# of multi-Service Area initiatives implemented
	LPS-15 Implement the 2018 to 2021 Multi-Year Accessibility Plan.	# of front counters made accessible
		# of pedestrian crosswalks made accessible
		% of accessibility initiatives implemented
		NEW – Metric TBD in consultation with the Accessibility Advisory Committee
	LPS-16 Implement ways to improve access to services and information.	# of services available at customer service counters
		# of new Service London tools and resources available in multiple languages
		% of customers satisfied with the service they received
		% of information provided in alternate formats
		% satisfaction rate with accessibility of services
		# of Service London Portal users
		NEW – # calls made to 311 and 519.661.CITY
		NEW - # of City message campaigns advertised on digital billboards
e) Increase the use of technology to improve service delivery.	**LPS-17** Continue to maintain, build, and enhance a high-performing and secure computing environment.	# of technical service requests and incidents successfully completed
		% availability of City of London core computing environment
		% of Information Technology customers satisfied

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 3: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.		
Expected Result	**Strategy**	**Metric**
a) Increase the diversity of the city's workforce.	**LPS-18** Update and implement an Equity and Inclusion Plan.	% of new hires that identify as Women
		% of new hires that identify as LGBTQ+
		% of new hires that identify as Indigenous People
		% of new hires that identify as Racialized People
		% of new hires that identify as People with Disabilities
		% of new hires that identify as Immigrants
b) Attract and retain a talented workforce.	**LPS-19** Develop and implement a People Plan.	Metrics TBD through the development of the Plan
c) Maintain a safe and healthy workplace.	**LPS-20** Develop and implement a People Plan.	Metrics TBD through the development of the Plan
d) Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term.	**LPS-21** Plan, conduct, and support annual internal and external audits.	# of audits completed
	LPS-22 Continue to ensure the strength and sustainability of London's finances.	# of consecutive years the Aaa credit rating is maintained
		NEW – Debt financing as a percentage of the lifecycle renewal capital budget
		NEW - Debt servicing costs as a percentage of total revenues
	LPS-23 Establish and monitor targets for reserves and reserve funds.	% of reserve and reserve fund targets that are established and monitored
	LPS-24 Maximize investment returns, adhering to the City's investment policy.	Actual investment returns compared to the City of London contractual bank rate
	LPS-25 Review and update the City's financial strategic planning, principles, and policies.	# of Strategic Financial Plan update completed

Council's Strategic Plan 2019–2023: Final Outcomes, Expected Results, Strategies, and Metrics

LEADING IN PUBLIC SERVICE		
Outcome 3: The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service (continued).		
Expected Result	**Strategy**	**Metric**
d) Maintain London's finances in a transparent and well-planned manner to balance equity and affordability over the long term (continued).	**LPS-26** Develop and monitor the Multi-Year Budget to align financial resources with Council's Strategic Plan.	Average annual tax levy, water and wastewater rate increases approved through annual budget updates compared to the average annual tax levy, water and wastewater rate increases approved through Multi-Year Budget process
	LPS-27 Adhere to City of London limit on authorized debt (internal debt cap).	Actual debt authorized compared to internal debt cap
	LPS-28 Develop tax policy to align with Council priorities of the Strategic Plan.	City of London Commercial tax ratio compared to average Provincial Commercial tax ratio
		City of London Industrial tax ratio compared to average Provincial Industrial tax ratio
		City of London Multi-residential tax ratio compared to average Provincial Multi-residential tax ratio
		NEW – Average tax increases by property class including education
		NEW – Metric TBD pending the tax policy strategy
e) Enhance the ability to respond to new and emerging technologies and best practices.	**LPS-29** Deliver and maintain innovative digital solutions to increase efficiency and effectiveness across the Corporation.	# of digital solutions delivered
		# of Lessons Learned Outcomes communicated to ITS Project Managers
		% of digital solutions that resulted in an increase in efficiency and/or effectiveness
		% of time spent on projects
		% of paperless trials (Provincial Offences Court)
		% of disclosure requests available electronically (Provincial Offences Court)
		% progress towards completion of digital application tracking initiatives

COUNCIL'S STRATEGIC PLAN 2019-2023: RECOMMENDATIONS FROM ANOVA AND LONDON ABUSED WOMEN'S CENTRE

Strategic Area of Focus: Creating a Safe London for Women and Girls

Outcome: London has enhanced the potential for women and girls to live safe lives	
Expected Result	**Strategy**
Decrease male violence against women and girls who are subjected to abuse, assault and non-state torture in their intimate relationships; sex trafficking; sexual assault; and workplace harassment.	Apply a three pillared framework (legislation, public awareness, and funded services) in policy and by-law development.
	Ensure women and girls with lived experience, including but not exclusive to Indigenous and newcomer women and girls, are included in the development of policies, by-laws, and programs that affect them.
	Develop policies, by-laws and programs that make the safety of women and girls a priority, including policies and procedures that ensure workplace harassment is addressed appropriately with sanctions against harassers and supports for victims.
	Implement mandatory comprehensive training on male violence against women and girls in their intimate relationships; sex trafficking, workplace and sexual harassment; non-state torture; and sexual violence for all City employees and encourage all London's agencies, boards and commissions to also implement the training.
	Increase the number of women in senior management positions and other positions of power.
	Work with the London Transit Committee to enhance the safety of women and girls on public transit, for example longer hours of bus service and free service to low-income women.
	Work together with City of London Housing Services, Housing Development Corporation, London-Middlesex Housing Corporation to build more accessible and safer housing options for women and girls.
	Maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls. Full implementation of Housing First policy to be contingent on availability of immediate access to safe, affordable housing.
	Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing.
	Recognize London as a sex trafficking hub and take action to work collaboratively towards solutions
	Investigate signing the Global Every Woman Treaty and encourage AMO, FCM, other provincial associations, the governments of each province and the federal government to do the same.
	Include male violence against women and girls in discussions and decisions made at the Town and Gown Committee.
	Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices programs); and London Police Services (DV Unit and HT Unit). Commit to applying a trauma and violence-informed lens to strategic plan for the City of London, ensuring that an intersectional approach is applied to address violence against women and girls in our community.

2019 – 2023

Strategic Plan for the City of London

Vision

A leader in commerce, culture and innovation – our region's connection to the World.

Mission

A responsive and modern public service partner that fosters change to build a better London for all.

Values

Good Governance
Driven by Community
Acting with Compassion
Moving Forward through Innovation

Council's Strategic Plan 2019 – 2023

STRENGTHENING Our Community

Londoners have access to the supports they need to be successful.

Expected Result	Strategy
Increase affordable and quality housing options.	Establish and revitalize community housing through a Regeneration Plan. Increase supportive and specialized housing options for households experiencing chronic homelessness. Strengthen the support for individuals and families in need of affordable housing. Utilize innovative regulations and investment to facilitate affordable housing development.
Reduce the number of individuals and families experiencing chronic homelessness or at risk of becoming homeless.	Create more purpose-built, sustainable, affordable housing stock in London. Implement coordinated access to mental health and addictions services and supports. Improve emergency shelter diversion and rapid re-housing practices.
Support improved access to mental health and addictions services.	Strengthen and support the mental health and addictions system.
Decrease the number of London residents experiencing poverty.	Continue to support and develop collaborative approaches to end poverty.
Increase opportunities for individuals and families.	Enhance public trust and confidence by ensuring appropriate response to victims, the vulnerable, and racialized persons and groups. Fund and partner with the London Public Library to increase opportunities for people to access the services they need. Improve access to licensed child care and early years opportunities. Work collectively with community partners to improve outcomes and integrated responses for children, youth, families, and older adults. Increase programming and activities for residents and families at Dearness Home.
Improve the health and well-being of Londoners.	Continue to provide access to planned and managed pathway systems and nature trails within parks and open spaces. Create programs and exhibitions to foster health and well-being. Deliver health protection and promotion programs guided by population health surveillance.

Londoners are engaged and have a sense of belonging in their neighbourhoods and community.

Expected Result	Strategy
Increase the number of residents who feel welcomed and included.	Create inclusive engagement opportunities for Londoners. Strengthen understanding of and ability to engage in practices that promote cultural safety.
Increase the number of meaningful opportunities for residents to be connected in their neighbourhood and community.	Strengthen engagement opportunities for all Londoners to participate in their neighbourhoods. Support neighbourhood festivals, cultural events, and activities across the city. Expand Social Services client feedback and participation in service delivery design in their community. Implement programs and services that respond to neighbourhood recreation needs.

Council's Strategic Plan 2019 – 2023

STRENGTHENING Our Community

	Promote and invest in urban agriculture initiatives.

Londoners are engaged and have a sense of belonging in their neighbourhoods and community (continued).

Expected Result	Strategy
Strengthen relationships with post-secondary institutions that promote positive, proactive and meaningful dialogue.	Create opportunities for regular dialogue with post-secondary institutional partners.

Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city.

Expected Result	Strategy
Continue to invest in culture.	Provide inclusive and diverse community-focused art and history exhibitions and interpretive programming through the implementation of Museum London's Strategic Plan. Engage Londoners in culture to increase community vibrancy and awareness. Invest in Dundas Place. Maintain the heritage resources of Eldon House to foster an appreciation of London's community and cultural heritage.
Increase participation in recreation, sport, and leisure activities.	Remove barriers to access recreation, sport, leisure, and leadership programs and services. Increase the number of recreation, sport, and leisure opportunities. Work with community partners to create a leading sustainable sport development model.
Increase resident use of community gathering spaces.	Invest in community building projects. Provide public Wi-Fi in recreation facilities, particularly in areas where there is customer need and existing appropriate network connectivity.
Increase neighbourhood safety.	Develop and implement a Community Safety and Well-Being Plan. Develop and implement an enhanced Public Awareness Program to educate the public on their roles and responsibilities during emergency situations. Promote and support fire safety through increased public education and prevention, utilizing all the resources of the London Fire Department. Reduce collision-related injuries and fatalities through public education and enhanced traffic enforcement. Reduce crime through increased visibility of community patrols and partnership with other agencies to address multi-jurisdictional criminal activity. Reduce victimization/revictimization through public education, promotion and encouragement of public engagement in crime prevention strategies. Improve emergency response through the development and implementation of the Fire Master Plan and new technology. Promote pedestrian safety and active transportation.

Council’s Strategic Plan 2019 – 2023

STRENGTHENING Our Community

London’s neighbourhoods have a strong character and sense of place.

Expected Result	Strategy
Ensure that new development fits within and enhances its surrounding community.	Prepare and implement urban design guidelines.
Continue to conserve London’s heritage properties and archaeological resources.	Conserve London's heritage through regulation and investment.
Increase the number of community gathering spaces in neighbourhoods.	Invest in community building projects.

Council's Strategic Plan 2019 – 2023

BUILDING A Sustainable City

London's infrastructure is built, maintained, and operated to meet the long-term needs of our community.

Expected Result	Strategy
Maintain or increase current levels of service.	Continue to develop the City's Public Art/Monument program. Develop and document current levels of service and identify proposed level of services. Regenerate and revitalize LMCH/Community Housing sites.
Build infrastructure to support future development and protect the environment.	Complete Waste Disposal Strategy (including the Environmental Assessment for the expansion of the W12A Landfill). Work with multi-sectors to finalize the Climate Change/Severe Weather Adaptation Strategy for London's built infrastructure. Renew, expand, and develop parks and recreation facilities, and conservation areas in appropriate locations to address existing gaps. Continue annual reviews of growth infrastructure plans to balance development needs with available funding.
Manage the infrastructure gap for all assets.	Prioritize investment in assets to implement the Asset Management Plan. Monitor the infrastructure gap to inform the management of City assets. Communicate the consequences of the infrastructure gap.

London's growth and development is well planned and sustainable over the long term.

Expected Result	Strategy
Improve London's resiliency to respond to potential future challenges.	Advance sustainability and resiliency strategies.
Direct growth and intensification to strategic locations.	Advance the growth and development policies of the London Plan through enhanced implementations tools and investments in infrastructure. Prepare detailed plans for strategic locations. Revitalize London's downtown and urban areas. Monitor city building outcomes with the London Plan. Replace surface parking with efficient, convenient, and cost-effective public parking resources to support business, personal, and social activity in the Downtown (Downtown Parking Strategy).

London has a strong and healthy environment.

Expected Result	Strategy
Increase waste reduction, diversion, and resource recovery.	Work with residents and organizations to implement the 60% Waste Diversion Action Plan.
Increase community knowledge and action to support the environment.	Collaborate on environmental actions with community groups through the London Environmental Network (LEN) and businesses as part of Green Economy London. Increase community environmental outreach for the built environment through CityGreen.

Council's Strategic Plan 2019 – 2023

BUILDING A Sustainable City

London has a strong and healthy environment (continued).

Expected Result	Strategy
Protect and enhance waterways, wetlands, and natural areas.	Implement strategies, policies, and programs to conserve natural areas and features. Improve water quality in the Thames River. Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks. Implement recommendations associated with the River Management Plan and One River Environmental Assessment.
Conserve energy and increase actions to respond to climate change and severe weather.	Develop and implement the next Corporate Energy Management Conservation & Demand Management (CDM) Strategy. Work with multi-sectors to develop and implement the next Community Energy Action Plan (CEAP). Update flood forecast and warning system to address a changing climate. Assess health vulnerability to climate change.

Londoners can move around the city safely and easily in a manner that meets their needs.

Expected Result	Strategy
Increase access to transportation options.	Build more infrastructure for walking and bicycling. Continue to expand options and programs to increase mobility. Develop a strategic plan for a future with connected and autonomous vehicles. Support Londoners to access affordable public transit where they live and work. Implement the London Transit Commission (LTC) 5 Year Specialized Service Plan. Implement the LTC Ridership Growth Strategy. Implement a rapid transit system to improve the reliability and capacity of existing transit service and support London Plan city building. Implement the LTC 5 Year Conventional Service Plan.
Manage congestion and travel times.	Continue to improve the traffic signal system for the benefit of all road users. Implement the strategic program of road improvements identified in the Smart Moves Transportation Master Plan.
Improve safety for all modes of transportation.	Implement infrastructure improvements and programs to improve road safety.
Improve the quality of pedestrian environments to support healthy and active lifestyles.	Plant more trees to increase the city's tree canopy cover. Respond to changing participation patterns and emerging activities by adapting public spaces and programs. Increase pedestrian amenities on streets.

Council's Strategic Plan 2019 – 2023

GROWING Our Economy

London will develop a top quality workforce.

Expected Result	Strategy
Increase access employers have to the talent they require.	Increase employers' access to resources to help achieve best practices in talent recruitment and retention. Increase Ontario Works client participation within employment activities. Increase the employment rate for Londoners who are not currently participating in the workforce.
Increase opportunities between potential employers, post-secondary institutions, and other employment and training agencies.	Increase the number of local internship opportunities for post-secondary students. Increase the number of connections between employers, post-secondary students, newcomers, and other employment and training agencies. Attract, retain, and integrate international students, and newcomer skilled workers, and entrepreneurs.

London is a leader in Ontario for attracting new jobs and investments.

Expected Result	Strategy
Increase partnerships that promote collaboration, innovation, and investment.	Expand opportunities and activities through the London Waste to Resources Innovation Centre. Implement the Smart City Strategy. Seek out and develop new partnerships and opportunities for collaboration. Plan for High Speed Rail. Collaborate with regional partners on international missions for new investment attraction. Undertake regional planning partnerships with neighbouring municipalities and promote regional connectivity. Grow tourism revenues through initiatives that build awareness and interest in London. Support tourism by facilitating local, provincial, and national stakeholders to encourage community economic development, business partnerships, product development and legacy development for London. Support the development of agricultural industry and promote its value to the urban community through the establishment of an Agricultural Centre of Excellence. Work with multi-sector stakeholders to develop a Screen-Based Industry Strategy.
Maintain viability in key global markets.	Continue to engage the community to attract conventions, conferences, and multi-day events to London contributing to the community's economic prosperity. Create a vibrant entertainment district in the City of London.
Increase public and private investment in strategic locations.	Revitalize London's downtown and urban areas.
Increase public and private investment in amenities that attract visitors, a talented workforce and investment.	Invest in city building projects. Increase partnership funding, sponsorships, and donations to recreation services and amenities.

Council’s Strategic Plan 2019 – 2023

GROWING Our Economy

London is a leader in Ontario for attracting new jobs and investments (continued).

Expected Result	Strategy
Maintain foreign investment attraction, local retention, and growth and entrepreneurship support programs.	Ensure job growth through attraction of new capital from a diverse range of markets and industries.

London creates a supportive environment where entrepreneurs, businesses, and talent can thrive.

Expected Result	Strategy
Increase access to supports for entrepreneurs and small businesses, and community economic development.	Revitalize London's Downtown and urban areas. Support entrepreneurs, start-up, and scale-up companies.
Increase efficiency and consistency for administrative and regulatory processes.	Improve administrative and regulatory processes and by-law requirements to enhance London’s competitiveness. Improve access and navigation of City services and supports through Service London Business.
Increase the availability of serviced land in strategic locations.	Continue to invest in land acquisition and servicing to recruit and retain new industrial employees.

Council's Strategic Plan 2019 – 2023

CREATING A Safe London For Women and Girls

London has enhanced the potential for women and girls to live safe lives.

Expected Result	Strategy
Decrease male violence against women and girls who are subjected to abuse, assault and non-state torture in their intimate relationships; sex trafficking; sexual assault; and workplace harassment.	Apply a three pillared framework (legislation, public awareness, and funded services) in policy and by-law development. Ensure women and girls with lived experience, including but not exclusive to Indigenous and newcomer women and girls, are included in the development of policies, by-laws, and programs that affect them. Develop policies, by-laws and programs that make the safety of women and girls a priority, including policies and procedures that ensure workplace harassment is addressed appropriately with sanctions against harassers and supports for victims. Implement mandatory comprehensive training on male violence against women and girls in their intimate relationships; sex trafficking, workplace and sexual harassment; non-state torture; and sexual violence for all City employees and encourage all London's agencies, boards and commissions to also implement the training. Increase the number of women in senior management positions and other positions of power. Work with the London Transit Commission to enhance the safety of women and girls on public transit, for example longer hours of bus service and free service to low-income women. Work together with City of London Housing Services, Housing Development Corporation, London-Middlesex Community Housing to build more accessible and safer housing options for women and girls. Maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls. Full implementation of Housing First policy to be contingent on availability of immediate access to safe, affordable housing. Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing. Recognize London as a sex trafficking hub and take action to work collaboratively towards solutions. Investigate signing the Global Every Woman Treaty and encourage AMO, FCM, other provincial associations, the governments of each province and the federal government to do the same. Include male violence against women and girls in discussions and decisions made at the Town and Gown Committee. Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices programs); and London Police Services (DV Unit and HT Unit). Commit to applying a trauma and violence-informed lens to strategic plan for the City of London, ensuring that an intersectional approach is applied to address violence against women and girls in our community.

Council's Strategic Plan 2019 – 2023

LEADING In Public Service

The City of London is trusted, open, and accountable in service of our community.

Expected Result	Strategy
Increase opportunities for residents to be informed and participate in local government.	Develop and deliver a corporate communications strategy, including staff training and tools to enhance communications and public engagement.
Improve public accountability and transparency in decision making.	Measure and publicly report on corporate performance. Increase access to information to support community decision making.
Build relationships with Indigenous peoples that are respectful, transparent, responsive, and accountable.	This strategy must be developed in partnership with Indigenous peoples, including local First Nations.
Increase the effectiveness of London's strategic advocacy.	Promote London's intergovernmental priorities through Municipal Associations. Increase the awareness of, and support of, Council's strategic advocacy priorities.

Londoners experience exceptional and valued customer service.

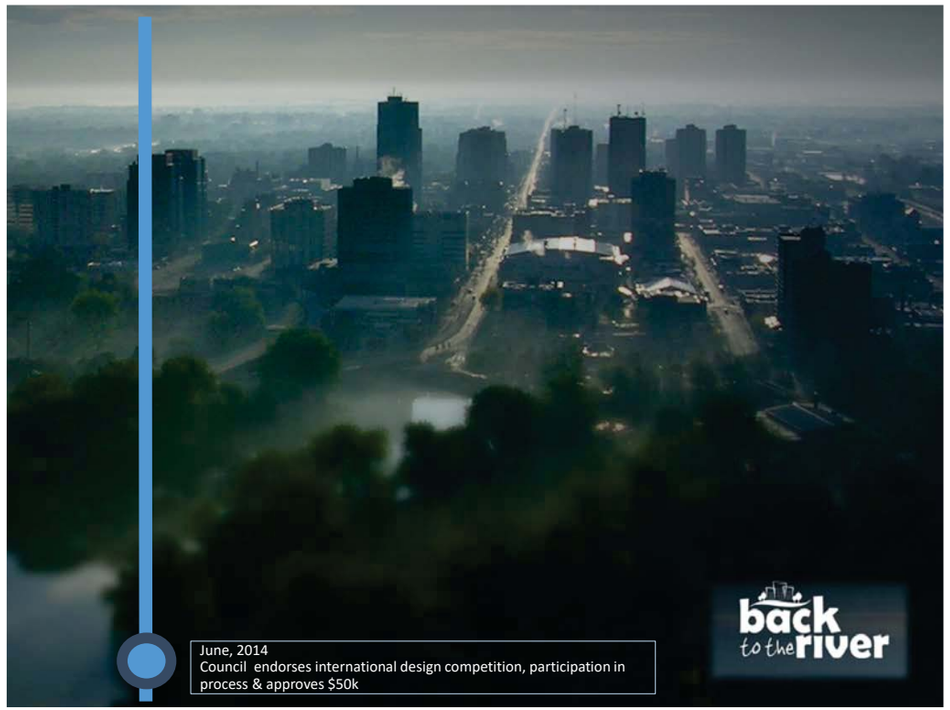
Expected Result	Strategy
Increase community and resident satisfaction of their service experience with the City.	Create new and/or enhance opportunities for residents and neighbourhood groups to engage on program and service needs.
Increase responsiveness to our customers.	Research and respond to emerging planning trends and issues. Streamline customer intake and follow-up across the corporation.
Increase efficiency and effectiveness of service delivery.	Implement customer service standards. Conduct targeted service reviews. Promote and strengthen continuous improvement practices. Demonstrate leadership and accountability in the management and provision of quality programs, and services. Accommodate long-term space needs for the City of London and optimize service delivery locations. Improve animal welfare by encouraging more animal adoption. Improve residents' satisfaction with winter road and sidewalk maintenance.
Reduce barriers to access city services and information.	Enhance collaboration between Service Areas and community stakeholders to assist residents to access services and supports. Implement the 2018 to 2021 Multi-Year Accessibility Plan. Implement ways to improve access to services and information.
Increase the use of technology to improve service delivery.	Continue to maintain, build, and enhance a high-performing and secure computing environment.

Council’s Strategic Plan 2019 – 2023

LEADING In Public Service

The City of London is a leader in public service as an employer, a steward of public funds, and an innovator of service.

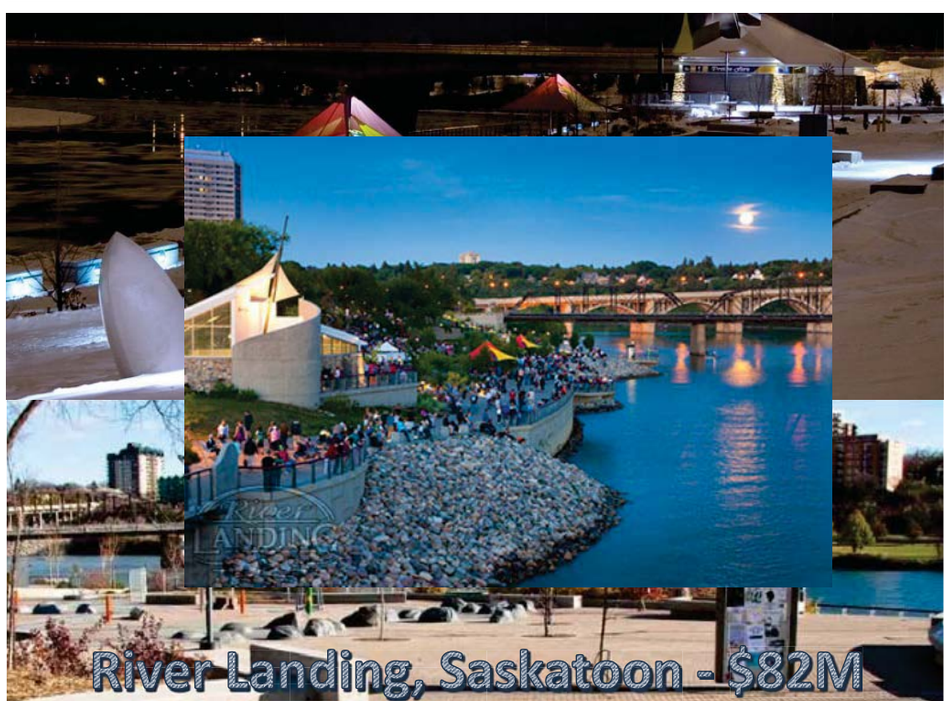
Expected Result	Strategy
Increase the diversity of the city’s workforce.	Update and implement an Equity and Inclusion Plan.
Attract and retain a talented workforce.	Develop and implement a People Plan.
Maintain a safe and healthy workplace.	Develop and implement a People Plan.
Maintain London’s finances in a transparent and well-planned manner to balance equity and affordability over the long term.	Plan, conduct, and support annual internal and external audits. Continue to ensure the strength and sustainability of London’s finances. Establish and monitor targets for reserves and reserve funds. Maximize investment returns, adhering to the City's investment policy. Review and update the City's financial strategic planning, principles, and policies. Develop and monitor the Multi-Year Budget to align financial resources with Council's Strategic Plan. Adhere to City of London limit on authorized debt (internal debt cap). Develop tax policy to align with Council priorities of the Strategic Plan.
Enhance the ability to respond to new and emerging technologies and best practices.	Deliver and maintain innovative digital solutions to increase efficiency and effectiveness across the Corporation.



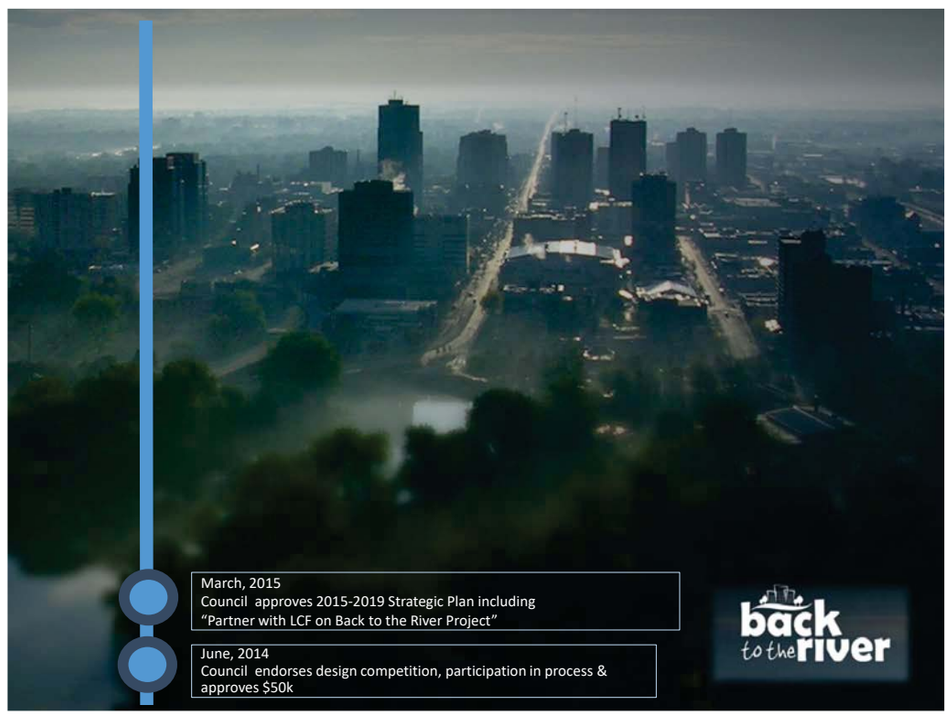
Back to the River
Core Area Waterfront Improvement

1. Social
   - Bring Londoners "Back to the River" – Core Area
   - Give better access to the river
   - A place for large community gatherings
   - Public places for everyone
2. Environmental
   - Improve health of the river
   - Grow appreciation and long term stewardship for River
3. Economic
   - Assist in Downtown/Core Area regeneration
   - Public space that is part of London's quality of life offering – building a city that attracts and retains labour force
   - Another piece of tourism infrastructure

back
to the river



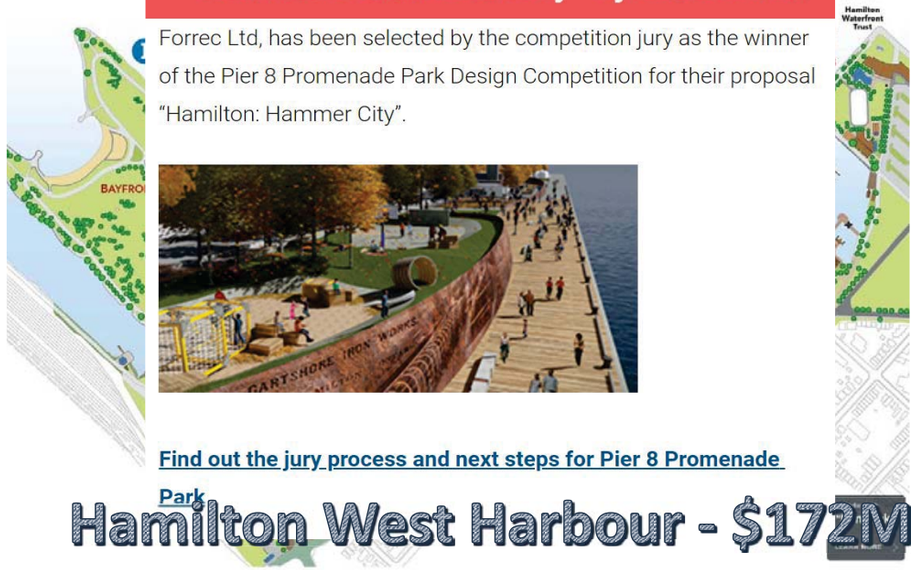
Halton gets set to approve world-class waterfront plan for Burlington



Pier 8 Promenade Park Design winner "Hamilton: Hammer City" by Forrec Ltd

Forrec Ltd, has been selected by the competition jury as the winner of the Pier 8 Promenade Park Design Competition for their proposal "Hamilton: Hammer City".

[Find out the jury process and next steps for Pier 8 Promenade Park]



GROWING OUR ECONOMY

2. Urban regeneration

	STRATEGY	
	What are we doing?	How are we doing it?
A	Invest in London's downtown as the heart of our city.	• London's Downtown Plan • Dundas Flexible Street • Dundas Place Scoping Study • Forks of the Thames Re-development • London Community Foundation's "Back to the River Project" • Alleyway Program • Various infrastructure upgrades • Downtown management organization – new
	Foundation on the "Back to the River Project".	• London's Downtown Plan • Thames Valley Corridor Plan
E	Invest in making London's riverfront beautiful and accessible for all Londoners.	• Thames Valley Corridor Plan • London Community Foundation "Back to the River Project" • The London Plan (City Design and Culturally Rich & Diverse City) – draft

April, 2015
Council adopts "Our Move Forward: London's Downtown Plan". Includes Transformation Project #3 – "Forks of the Thames" – LCF Design Competition

March, 2015
Council approves 2015-2019 Strategic Plan including "Partner with LCF on Back to the River Project"

June, 2014
Council endorses design competition, participation in process & approves $50k

back to the river

June, 2015
Council approves process, jury, and $250k for detailed design of the inaugural project at Forks
July – Design competition begins

April, 2015
Council adopts "Our Move Forward: London's Downtown Plan". Includes Transformation Project #3 – "Forks of the Thames" – LCF Design Competition

March, 2015
Council approves 2015-2019 Strategic Plan including "Partner with LCF on Back to the River Project"

June, 2014
Council endorses design competition, participation in process & approves $50k

back to the river

International Design Competition is Held in London, ON

July 2015 - International Design Competition

- Interest from 300 firms worldwide
- 19 submissions
- 5 finalists
- 4 community consultations
- 2 river tours

October 2015 - Public Presentations

- 5 firms presenting
- 300 excited Londoners
- 1 international adjudicating committee
- 5 jurors

November 2015 - Winner Announcement

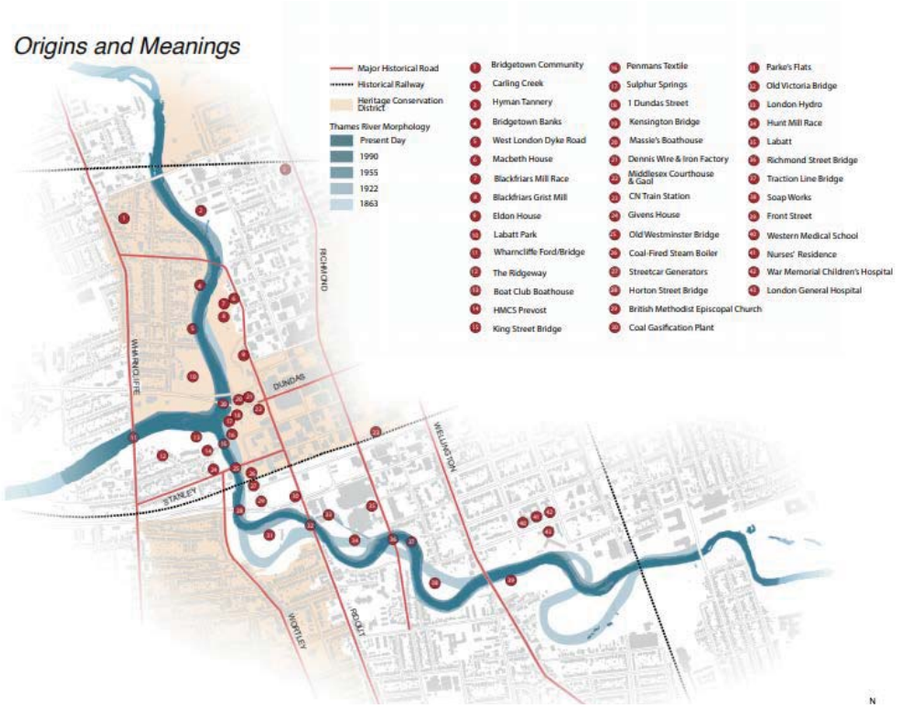
- Civitas + Stantec "Ribbon of the Thames"

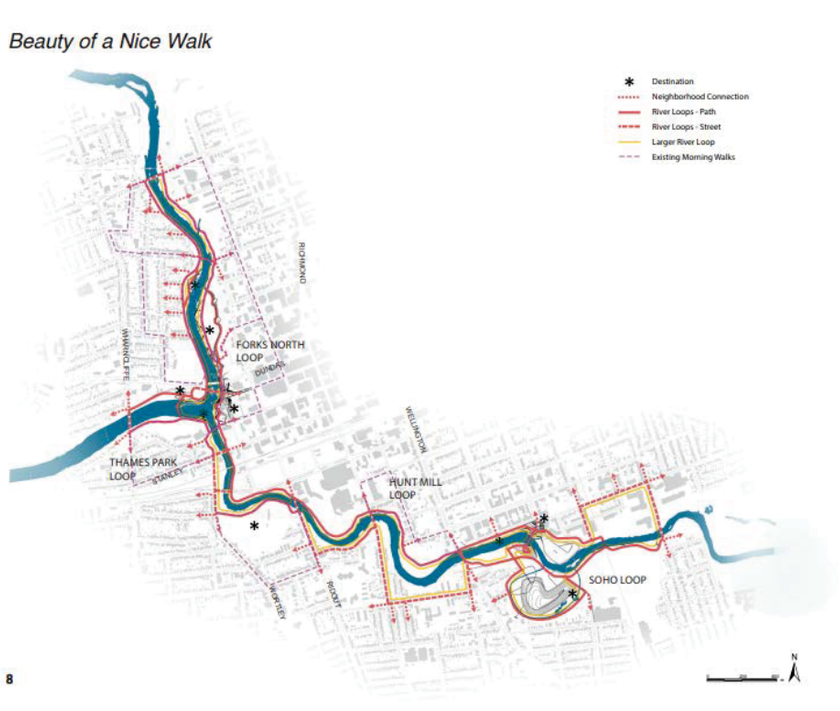
a) the Jury-selected winning design, "The Ribbon of the Thames" created by Civitas and Stantec, BE ENDORSED as the long-range Concept Plan for further enhancement of the Thames Valley Corridor between Oxford Street, Wharncliffe Road and Adelaide Street South;

b) the London Community Foundation and its funders and partners BE THANKED for their vision and leadership in initiating and executing the Back to the River initiative, and;

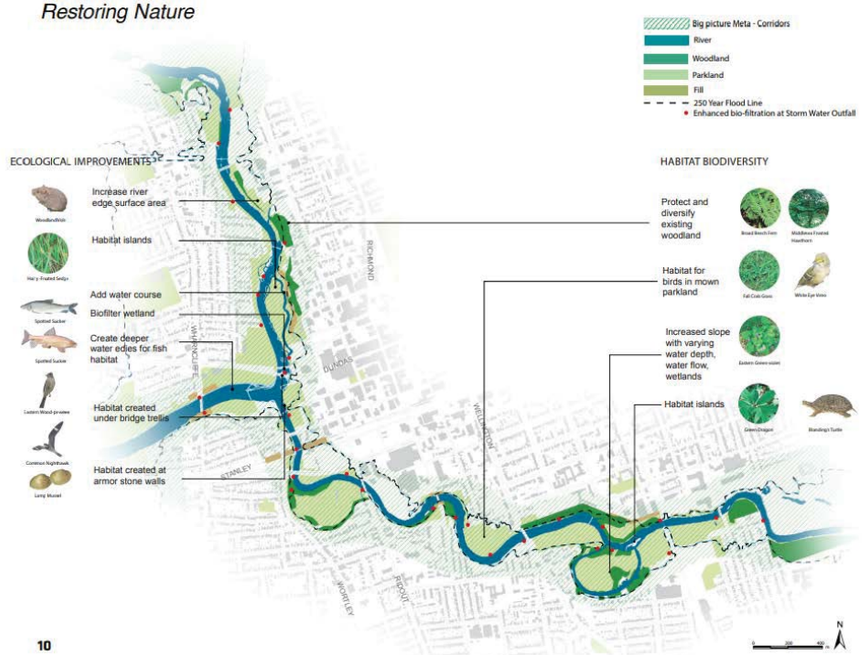
c) the Civic Administration BE DIRECTED to report back on the scope of the Inaugural Project at the Forks of the Thames, its potential implications for other City Projects in the area and the implementation process for the Inaugural Project;

it being noted that the scope of the Inaugural Project and timing of implementation will be based on a future design process, subject to funding through the Strategic Investments portion of the Multi-Year Budget process and the City will continue to work with the London Community Foundation on opportunities to collaborate on the implementation of the Inaugural Project;

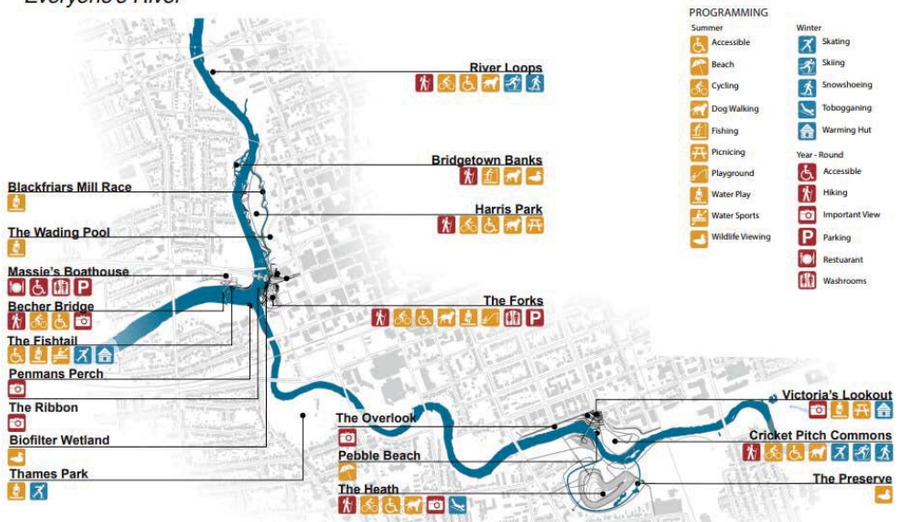




Restoring Nature

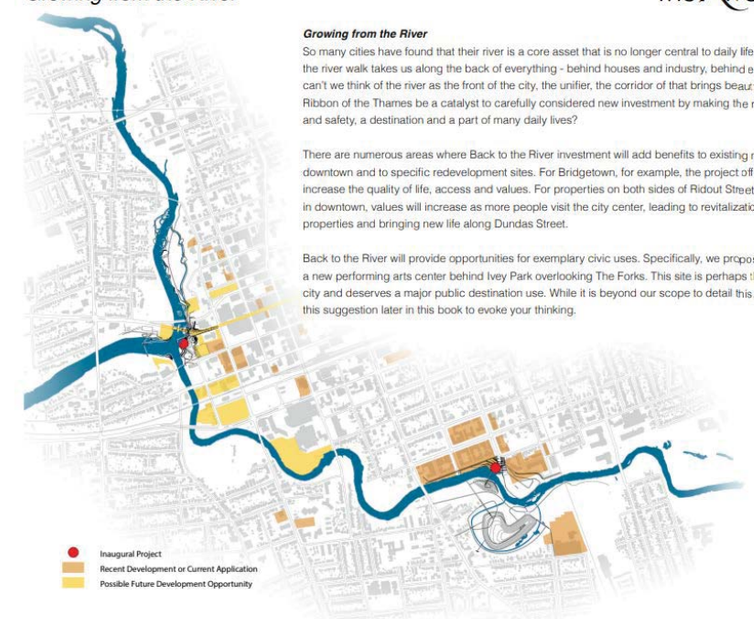


Everyone's River



The above maps show a wide array of places, activities and programs that can be developed along the Ribbon of the Thames. It is critical to integrate a wide variety of things to do into the loops that will be developed. This will distribute people throughout the many places created, along the corridor, increasing social activity and fostering security.

Growing from the River



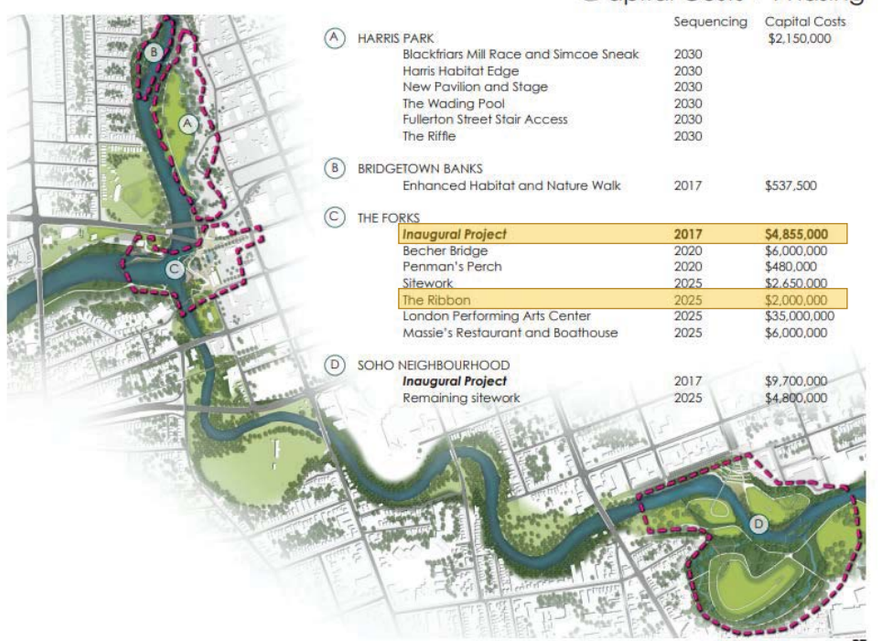
Growing from the River

So many cities have found that their river is a core asset that is no longer central to daily life. Often we feel that the river walk takes us along the back of everything - behind houses and industry, behind empty lots. Yet why can't we think of the river as the front of the city, the unifier, the corridor of that brings beauty and value? Can The Ribbon of the Thames be a catalyst to carefully considered new investment by making the river a place of health and safety, a destination and a part of many daily lives?

There are numerous areas where Back to the River investment will add benefits to existing neighborhoods, downtown and to specific redevelopment sites. For Bridgetown, for example, the project offers benefits that will increase the quality of life, access and values. For properties on both sides of Ridout Street north, south and in downtown, values will increase as more people visit the city center, leading to revitalization of underutilized properties and bringing new life along Dundas Street.

Back to the River will provide opportunities for exemplary civic uses. Specifically, we propose the development of a new performing arts center behind Ivey Park overlooking The Forks. This site is perhaps the most iconic in the city and deserves a major public destination use. While it is beyond our scope to detail this, we have illustrated this suggestion later in this book to evoke your thinking.

Capital Costs + Phasing

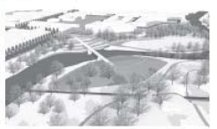


		Sequencing	Capital Costs
(A)	HARRIS PARK		$2,150,000
	Blackfriars Mill Race and Simcoe Sneak	2030	
	Harris Habitat Edge	2030	
	New Pavilion and Stage	2030	
	The Wading Pool	2030	
	Fullerton Street Stair Access	2030	
	The Riffle	2030	
(B)	BRIDGETOWN BANKS		
	Enhanced Habitat and Nature Walk	2017	$537,500
(C)	THE FORKS		
	Inaugural Project	**2017**	**$4,855,000**
	Becher Bridge	2020	$6,000,000
	Penman's Perch	2020	$480,000
	Sitework	2025	$2,650,000
	The Ribbon	2025	$2,000,000
	London Performing Arts Center	2025	$35,000,000
	Massie's Restaurant and Boathouse	2025	$6,000,000
(D)	SOHO NEIGHBOURHOOD		
	Inaugural Project	2017	$9,700,000
	Remaining sitework	2025	$4,800,000

1. THAMES VALLEY PARKWAY(CONCRETE PAVING)
2. THE RIBBON (NOT IN PHASE ONE)
3. ONE DUNDAS COFFEE AND GELATO
4. PROTECT EXISTING WATER FEATURES
5. BIO-FILTER WETLAND AT OUTFALL
6. CONCRETE STEPS (SAND FINISH)
7. STONE COBBLE PAVING
8. ARMORSTONE SEATWALLS
9. ARMORSTONE RETAINING WALLS
10. IPE WOOD DECKING
11. PROTECT EXISTING TREES
12. PROTECT EXISTING PLAY STRUCTURES (AND ADD NEW PLAY STRUCTURS AND PLAY SURFACE)
13. SLOPING LAYOUT LAWN TERRACES
14. ENHANCED NATIVE PLANTED EDGE
15. PLAZA WITH PATIO SEATING
16. PERFORMING ARTS CENTER (NOT IN PHASE ONE)

SOHO Neighbourhood

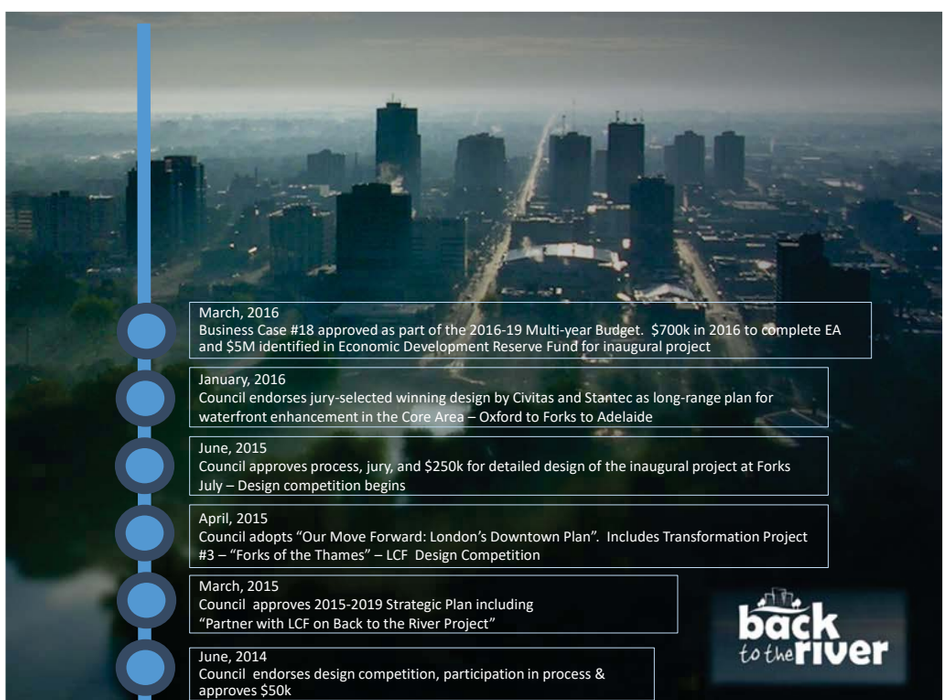
1. VICTORIA'S LOOKOUT
2. SOHO LANDING
3. PEBBLE BEACH
4. BRISK POINT
5. CRICKET PITCH COMMONS
6. THE OVERLOOK
7. THE WALK
8. THE HEATH
9. THE OXBOW PRESERVE



SOHO Inaugural Project

SOHO INAUGURAL PROJECT

- (A) STONE PAVED PLAZA FOR SOCIAL EVENTS
- (B) POP-JETS W/ NEGETAVE EDGE WATER LENS
- (C) PICNIC GROVE TERRACES
- (D) BIOFILTER PLANTING TERRACES
- (E) CONCRETE STEPS (SAND FINISH)
- (F) STONE COBBLE PAVING AT LANDING
- (G) ARMORSTONE RETAINING SEATWALLS
- (H) LAWN TERRACES
- (I) NATURAL PEBBLE BEACH
- (J) PEDESTRIAN/ BICYCLE BRIDGE
- (K) SHADE CANOPY
- (L) MIXED-USE BUILDING W/ GROUND FLOOR CAFE
- (M) PATIO GROVE
- (N) PICNIC GROVE



16 MULTI-YEAR BUDGET FOR THE 19 CITY OF LONDON 2016 • 2019
INVESTING IN OUR FUTURE

London CANADA

2016 – 2019 CITY OF LONDON STRATEGIC MULTI-YEAR BUDGET

ADDITIONAL INVESTMENTS BUSINESS CASE #18

STRATEGIC AREA OF FOCUS:	GROWING OUR ECONOMY
SUB-PRIORITY:	DIVERSE AND RESILIENT ECONOMY
STRATEGY:	PARTNER WITH THE LONDON COMMUNITY FOUNDATION ON THE "BACK TO THE RIVER PROJECT"
INITIATIVE:	LONDON COMMUNITY FOUNDATION'S "BACK TO THE RIVER PROJECT"
INITIATIVE LEAD(S):	JOHN FLEMING
SERVICE(S):	PLANNING SERVICES

TOTAL 2016 – 2019 INVESTMENT REQUESTED ($000'S): $5,350

TOTAL 2016 – 2019 NET BUDGET REQUESTED ($000'S): $0*

* Initiative to be funded from one-time London Hydro dividend; no tax levy impact.

CUMULATIVE CAPITAL BUDGET ($000'S):	2016	2017	2018	2019	2016-2019 TOTAL	2020-2025
Expenditure	350	5,000	0	0	**5,350**	7,000
Source of Funding:						
Debt						
Reserve Fund						
Other – London Hydro Dividend	350	5,000	0	0	**5,350**	0
Capital Levy	0	0	0	0	**0**	7,000

One River Master Plan

Q1, 2018- Stage 2 of One River EA Launched with focus on Forks Inaugural project as previously planned

Q1, 2017- Stage 1 of One River EA launched
January 2018 – Stage 1 of One River EA concluded – Council approves decommissioning of Springbank Dam

November, 2016
Council endorses the One River EA Terms of Reference

March, 2016
Business Case #18 adopted as part of the 2016-19 Multi-year Budget. $700k in 2016 to complete EA and $5M identified in Economic Development Reserve Fund for inaugural project

January, 2016
Council endorses jury-selected winning design by Civitas and Stantec as long-range plan for waterfront enhancement in the Core Area – Oxford to Forks to Adelaide

June, 2015
Council approves process, jury, and $250k for detailed design of the inaugural project at Forks
July – Design competition begins

April, 2015
Council adopts "Our Move Forward: London's Downtown Plan". Includes Transformation Project #3 – "Forks of the Thames" – LCF Design Competition

March, 2015
Council approves 2015-2019 Strategic Plan including "Partner with LCF on Back to the River Project"

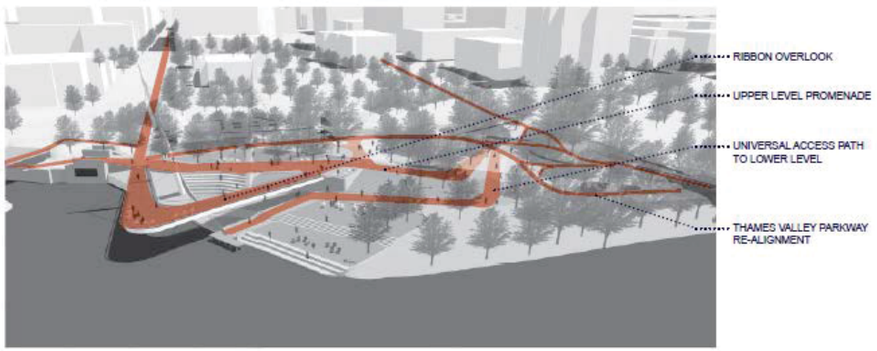
June, 2014
Council endorses design competition, participation in process & approves $50k

back to the river

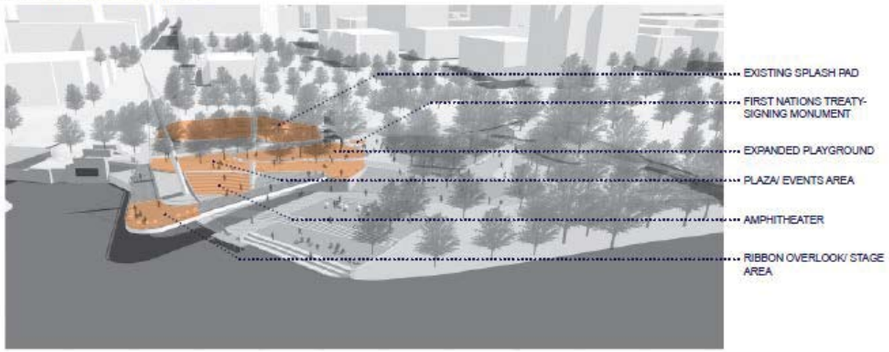
Forks of the Thames

Forks of the Thames

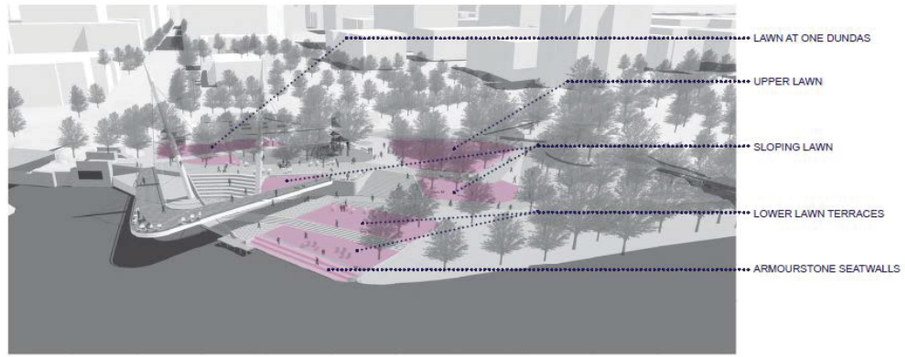
UNIVERSAL ACCESS



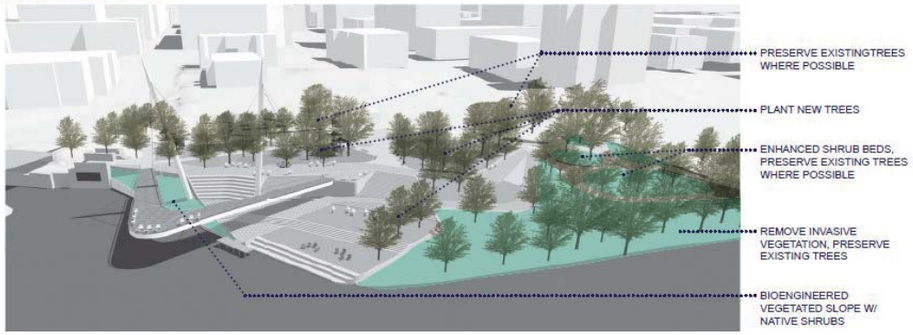
ACTIVE DESTINATIONS



LEISURE



ENHANCE NATURE



View From Blackburn Memorial Fountain

View From Armourstone Seatwalls

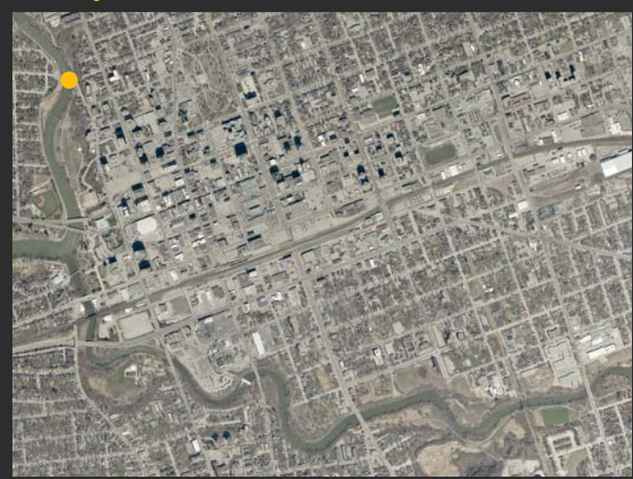
Order of Magnitude Cost Analysis

(Preliminary Design Estimate)	*Low Range*	-	*High Range*
Ribbon Overlook	$ 4,870,000		
General Requirements 15%	$ 730,000		
Construction Fee 5%	$ 240,000		
Consultant Fees 15%	$ 730,000		
Estimating Contingency 15%	$ 730,000		
Contingency Allowance 20%	$ 0		$ 970,000
Ribbon Overlook Total	*$7,300,000*		*$ 8,270,000*
Site Development			
Demolition	$ 17,000		
Excavation, Earthwork, Grading	$ 344,300		
Paving	$ 301,290		
Walls and Steps	$ 970,250		
Planting/ slope stabilization	$ 74,230		
Site Furnishings	$ 177,500		
Misc. Site Development allowance	$ 100,000		
Protect in Place: Sewers,Trees, Lawn, One Dundas	$ 97,000		
Irrigation allowance	$ 100,000		
Lighting allowance	$ 250,000		
Site Development Sub-Total	$ 2,431,500		
General Requirements 15%	$ 364,700		
Construction Fee 5%	$ 121,500		
Consultant Fees 15%	$ 364,700		
Estimating Contingency 15%	$ 364,700		
Contingency Allowance 20%	$ 0		$ 486,300
Site Development Total	*$ 3,647,100*		*$ 4,133,400*

- Q2, 2019 - Back to the River initiative included in DRAFT Council Strategic Plan submitted by Staff
  - Stage 2 of One River EA scheduled for completion
- Q1, 2018- Stage 2 of One River EA Launched with focus on Forks Inaugural project as previously planned
- Q1, 2017- Stage 1 of One River EA Launched
- November, 2016
  Council endorses the One River EA Terms of Reference
- March, 2016
  Business Case #18 adopted as part of the 2016-19 Multi-year Budget. $700k in 2016 to complete EA and $5M identified in Economic Development Reserve Fund for Inaugural project
- January, 2016
  Council endorses jury-selected winning design by Civitas and Stantec as long-range plan for waterfront enhancement in the Core Area – Oxford to Forks to Adelaide
- June, 2015
  Council approves process, jury, and $250k for detailed design of the inaugural project at Forks July – Design competition begins
- April, 2015
  Council adopts "Our Move Forward: London's Downtown Plan". Includes Transformation Project #3 – "Forks of the Thames" – LCF Design Competition
- March, 2015
  Council approves 2015-2019 Strategic Plan including "Partner with LCF on Back to the River Project"
- June, 2014
  Council endorses design competition, participation in process & approves $50k

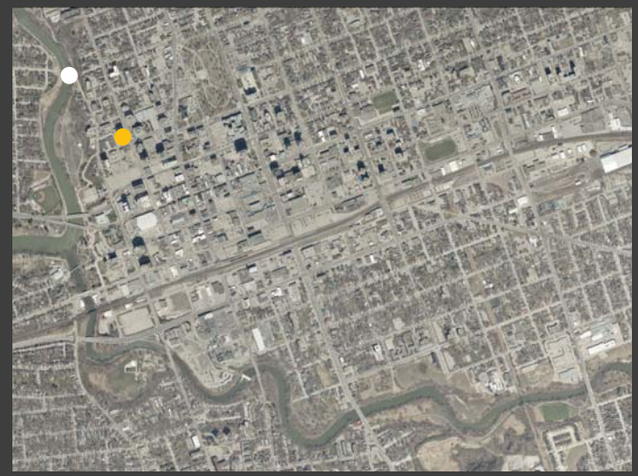
back to the river

Blackfriars Bridge



Blackfriars Bridge

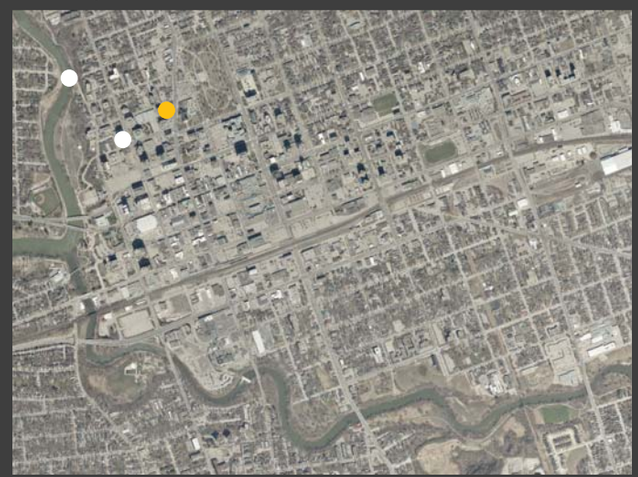
Mixed-use Azure Tower



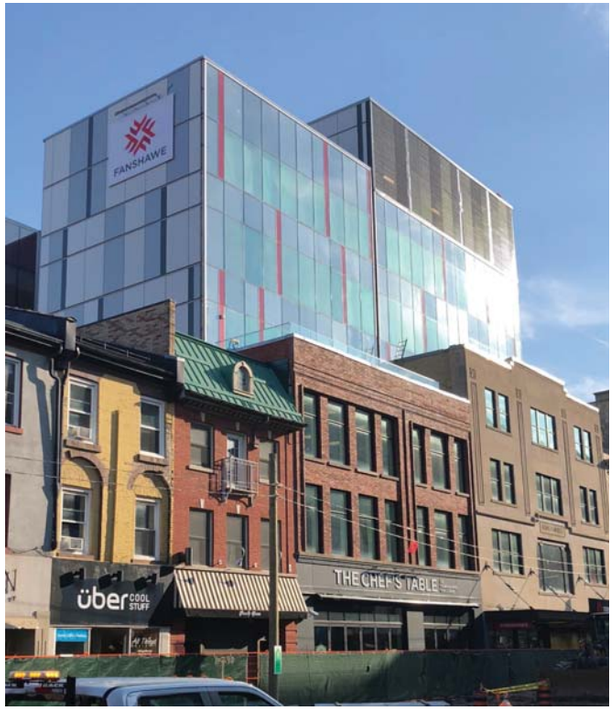
Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

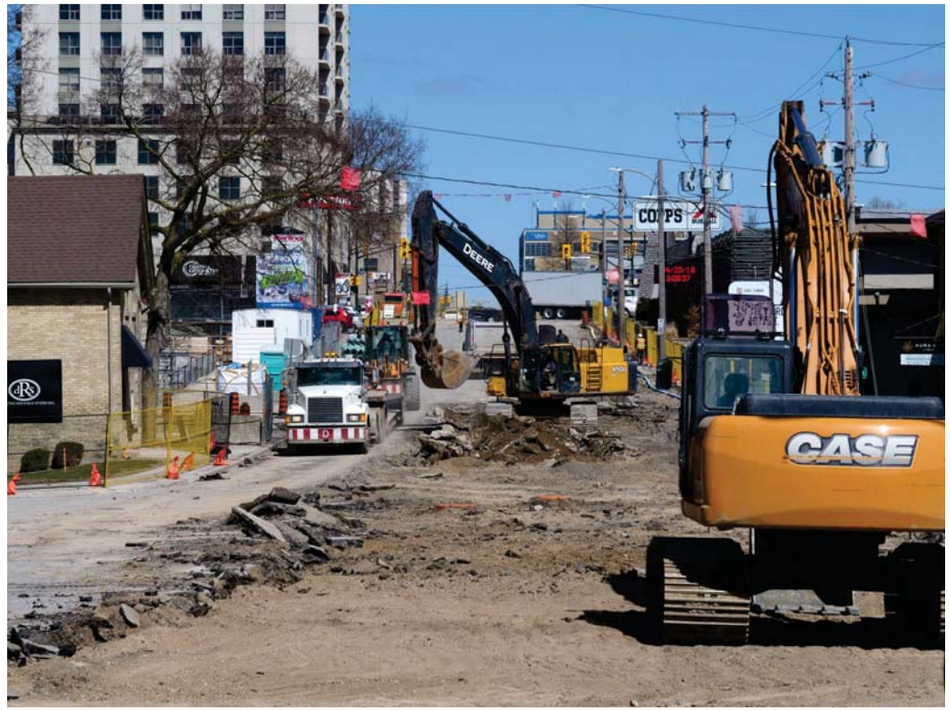


SIGNAGE
SIGNAGE


FANSHAWE
THE CHEF'S TABLE
über COOL STUFF

Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II

Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Dundas Place Flex Street



Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

Fanshawe Downtown Campus – Phase II

Dundas Place Flex Street

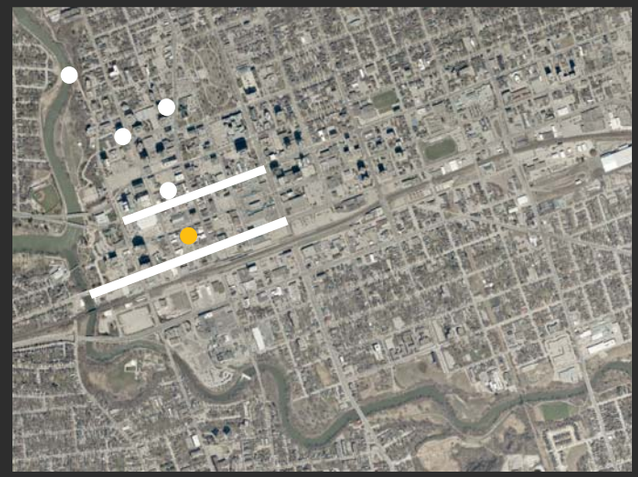
Sewer Separation – York Street

Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

Fanshawe Downtown Campus – Phase II



Dundas Place Flex Street

Sewer Separation – York Street

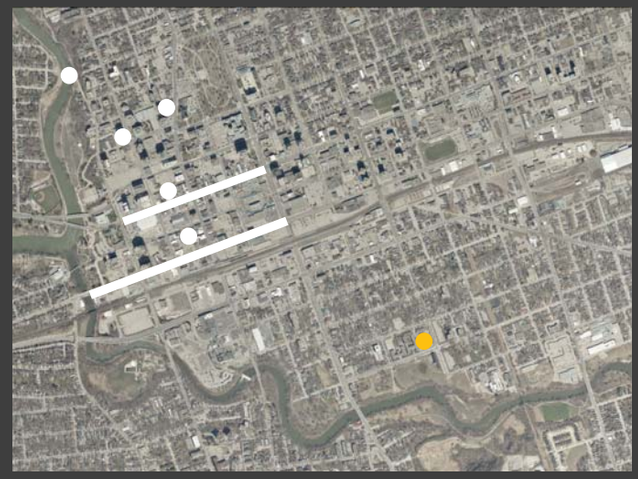
York Development Tower – King Street

Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

Fanshawe Downtown Campus – Phase II



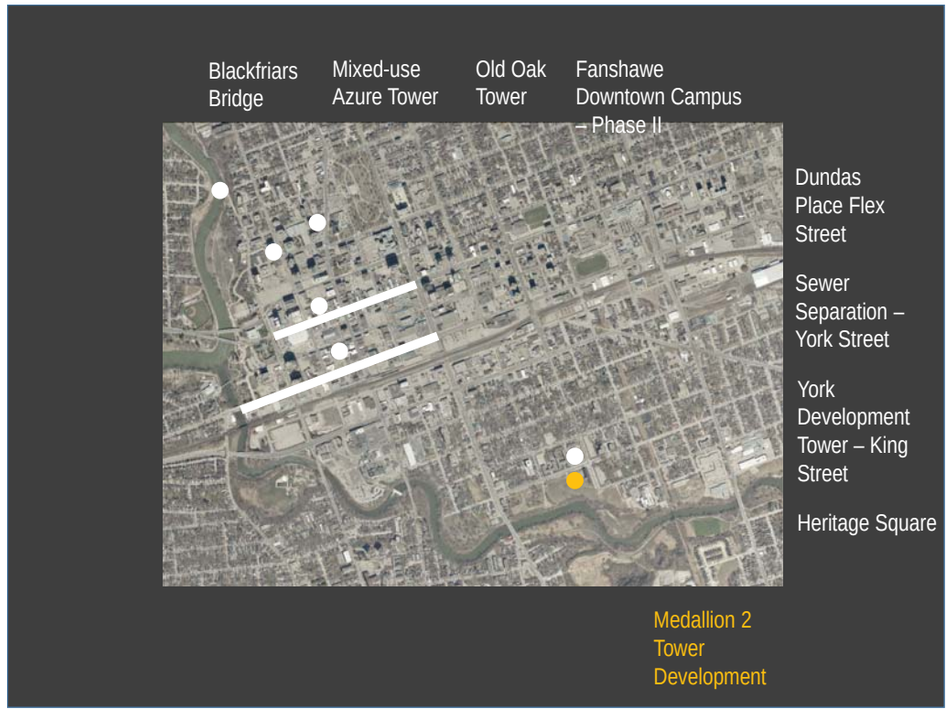
Dundas Place Flex Street

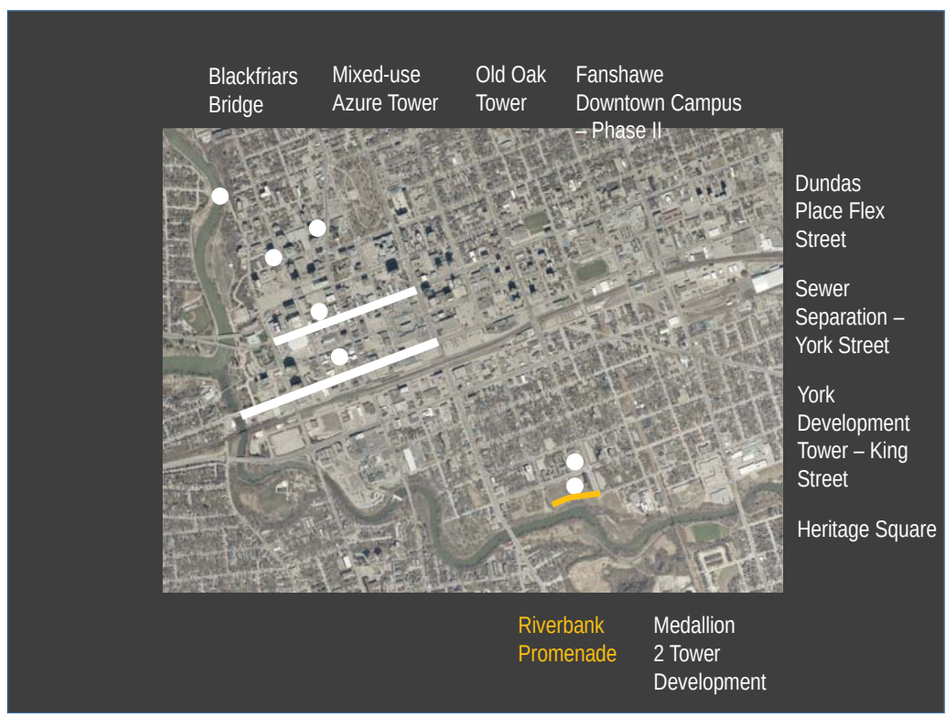
Sewer Separation – York Street

York Development Tower – King Street

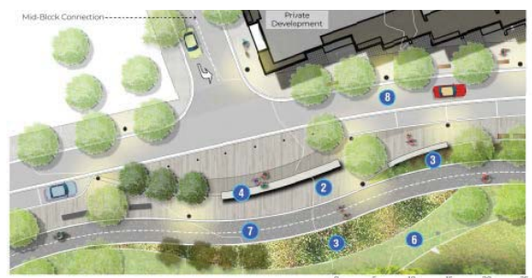
Heritage Square

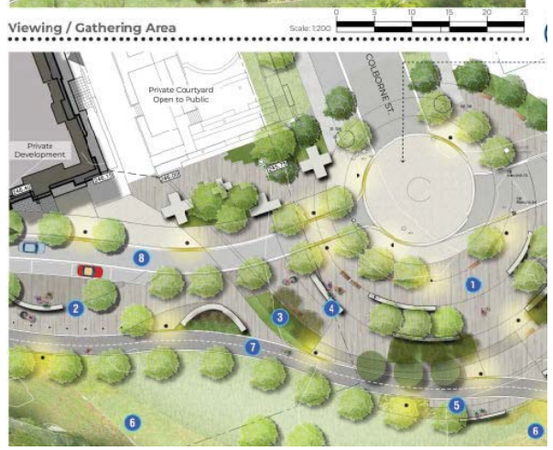
View from the corner of South Street and Colborne Street looking west.


Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Medallion 2 Tower Development


Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Riverbank Promenade
Medallion 2 Tower Development

A2-Northeast View


Mid-Block Connection
Private Development


Viewing / Gathering Area
Private Courtyard Open to Public
COLBORNE ST.
Private Development

Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

Fanshawe Downtown Campus – Phase II

Dundas Place Flex Street

Sewer Separation – York Street

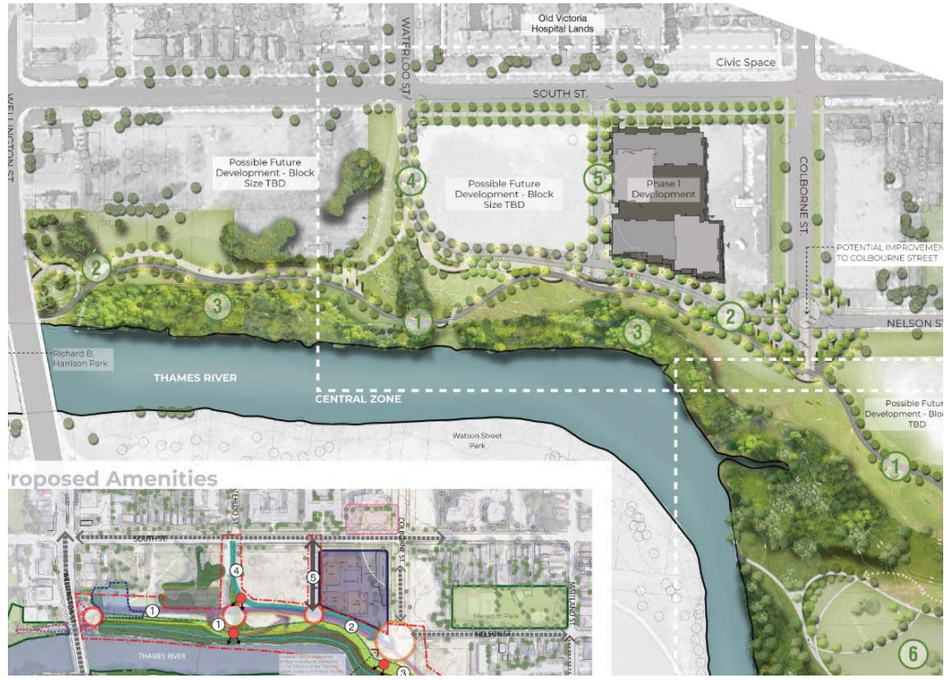
York Development Tower – King Street

Heritage Square

Extension of Multi-Use Pathway

Riverbank Promenade

Medallion 2 Tower Development

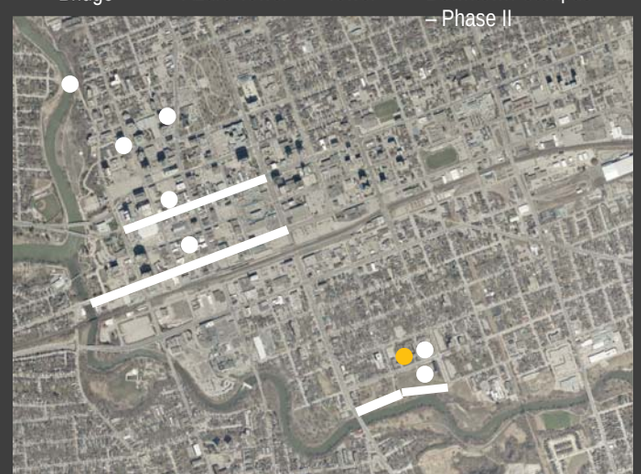


Blackfriars Bridge

Mixed-use Azure Tower

Old Oak Tower

Fanshawe Downtown Campus – Phase II



Dundas Place Flex Street

Sewer Separation – York Street

York Development Tower – King Street

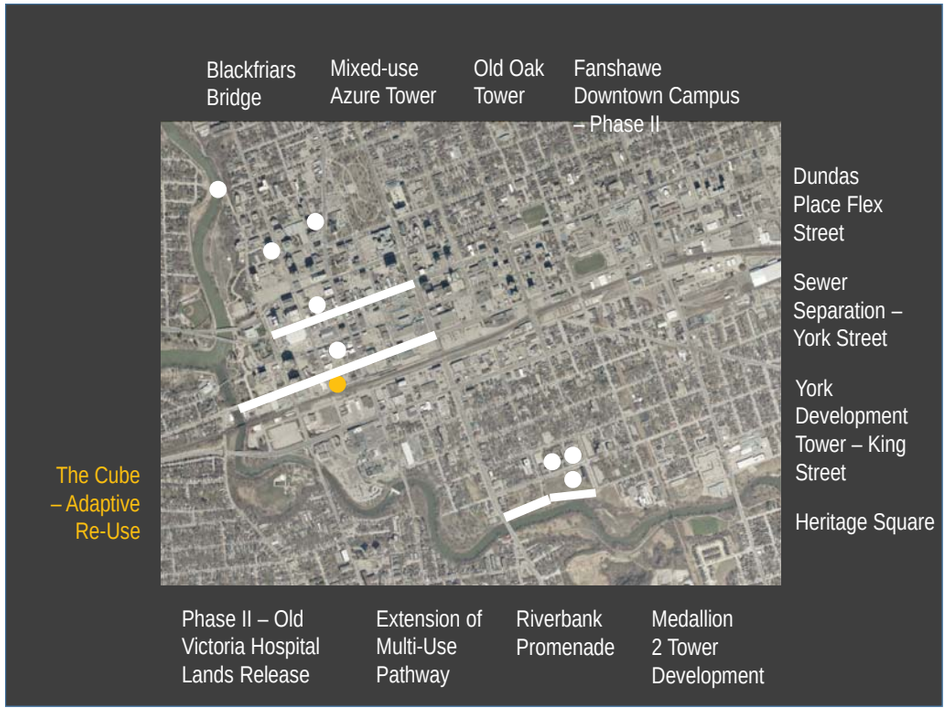
Heritage Square

Phase II – Old Victoria Hospital Lands Release

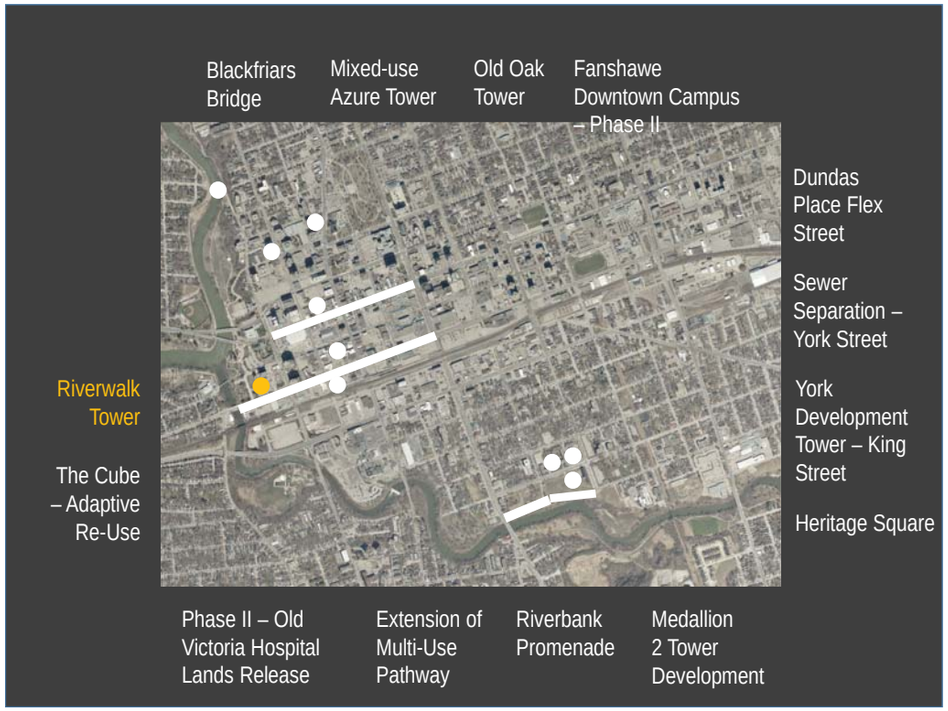
Extension of Multi-Use Pathway

Riverbank Promenade

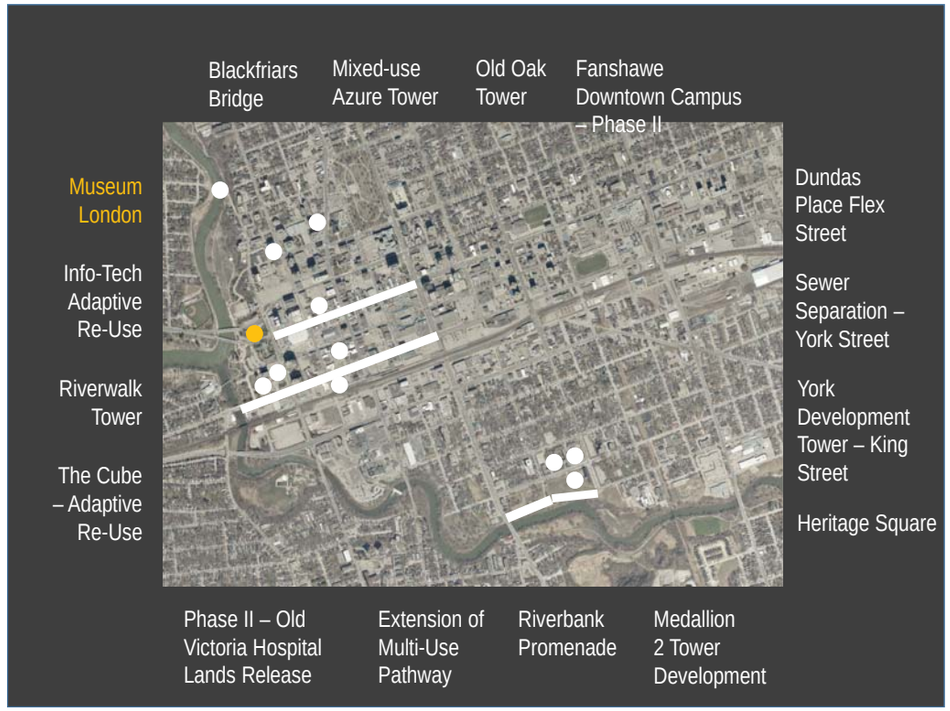
Medallion 2 Tower Development

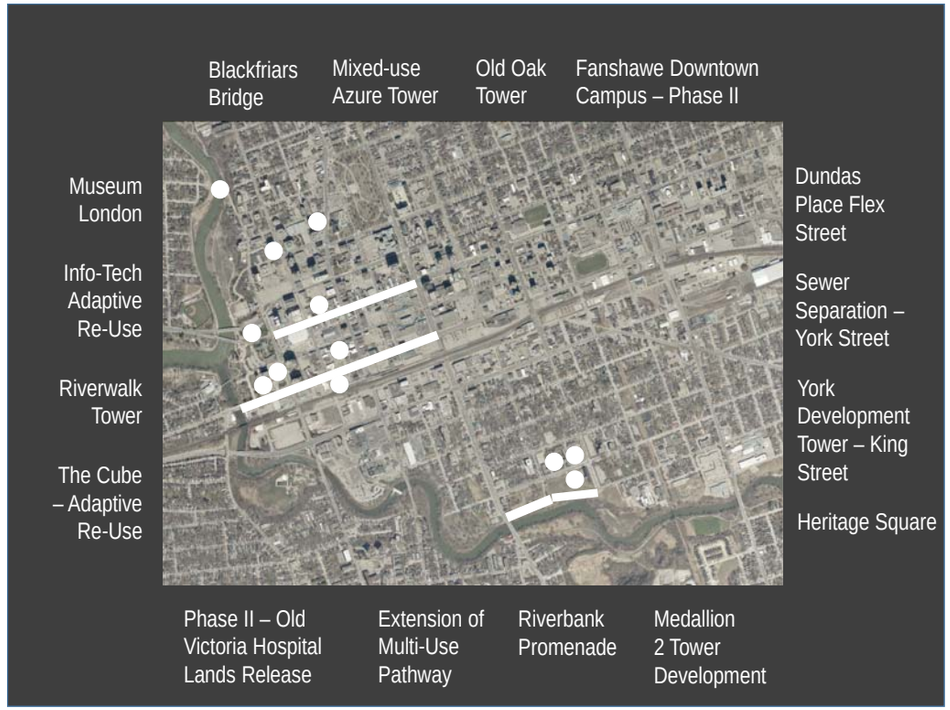

Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
The Cube – Adaptive Re-Use
Phase II – Old Victoria Hospital Lands Release
Extension of Multi-Use Pathway
Riverbank Promenade
Medallion 2 Tower Development

304 TALBOT STREET


Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Riverwalk Tower
The Cube – Adaptive Re-Use
Phase II – Old Victoria Hospital Lands Release
Extension of Multi-Use Pathway
Riverbank Promenade
Medallion 2 Tower Development

Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Info-Tech Adaptive Re-Use
Riverwalk Tower
The Cube – Adaptive Re-Use
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Phase II – Old Victoria Hospital Lands Release
Extension of Multi-Use Pathway
Riverbank Promenade
Medallion 2 Tower Development


Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Museum London
Info-Tech Adaptive Re-Use
Riverwalk Tower
The Cube – Adaptive Re-Use
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Phase II – Old Victoria Hospital Lands Release
Extension of Multi-Use Pathway
Riverbank Promenade
Medallion 2 Tower Development


Blackfriars Bridge
Mixed-use Azure Tower
Old Oak Tower
Fanshawe Downtown Campus – Phase II
Museum London
Info-Tech Adaptive Re-Use
Riverwalk Tower
The Cube – Adaptive Re-Use
Dundas Place Flex Street
Sewer Separation – York Street
York Development Tower – King Street
Heritage Square
Phase II – Old Victoria Hospital Lands Release
Extension of Multi-Use Pathway
Riverbank Promenade
Medallion 2 Tower Development

back to the river

Re-imagining our relationship with the river

LONDON COMMUNITY FOUNDATION

UPPER THAMES RIVER CONSERVATION AUTHORITY

London CANADA

Why London Community Foundation?

We are a catalyst, creating systemic change by funding initiatives that will tackle our community's most pressing issues.

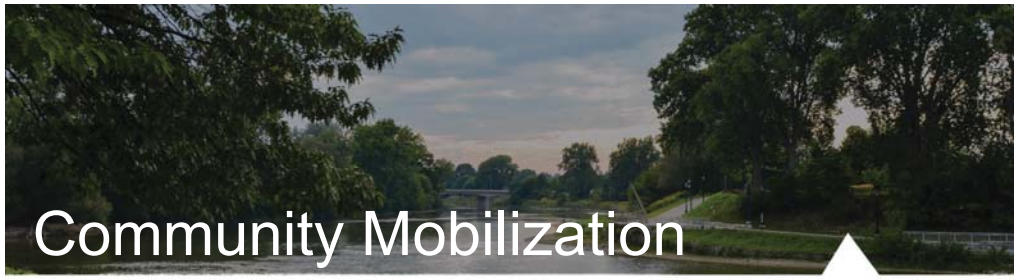
Investing in our Community

- $3.5 to $4.5 million a year granted
- $20 million granted over the last 5 years to:

- Mental Health
- Homelessness
- Neighborhood development
- Food Security
- Children and Youth
- Addictions
- Environment
- Community Health

Social Impact Fund

- $8.6 million fund, ~10% of LCF assets
- Helped build 130 units of affordable housing to date
- 5 social enterprises supported with more on the way



Community Mobilization

- London United for Syrian Refugees
- Mental Health and Addictions
- Food Policy Council
- Emerging affordable housing initiative
- Back to the River

Back to the River

Four years ago a group of partners identified an opportunity to engage with the river on a **higher level,** one of the 10 Heritage Rivers in Canada

So we partnered with **Upper Thames River Conservation Authority** and the **City of London** and created a **20 plus year vision** for the river

Consulting our Community

- Conducted focus groups with Indigenous peoples, landowners around the river, environmental groups, and other communities and corporate stakeholders
- Hosted a community workshop at the Western Fair with over 500 engaged Londoners who wanted to hear about Back to the River and the design proposals for the river

A Community Vision

- To build our local economy by developing a prosperous and bustling riverfront
- To improve and maintain the health of the community's river
- To strengthen the social and cultural fabric of London with dynamic and inclusive gathering places for all Londoners
- To connect Back to the River to affordable housing
- To create a community space for **everyone**

Investment

- **$550,000 initial funding**
  - $100,000 from a donor
  - $400,000 from London Community Foundation
  - $50,000 from the City of London
- **4 years and 1000+ hours of work from**
  - London Community Foundation
  - Upper Thames River Conservation Authority
  - City of London
  - Corporate volunteers

Donor Support

Without a formal campaign, we have secured:

- Two $1 Million donations towards the Ribbon
- A $1 Million donation toward river development in SoHo
- $3 Million for affordable housing in SoHo adjacent the river
- A development grant from the McConnell Foundation
- TD Friends of the Environment grant for community consultations

Community Support

Corporate leaders including:

McConnell

TD Friends of the Environment Foundation

Medallion Corporation

The Mitchell and Kathryn Baran Family Foundation

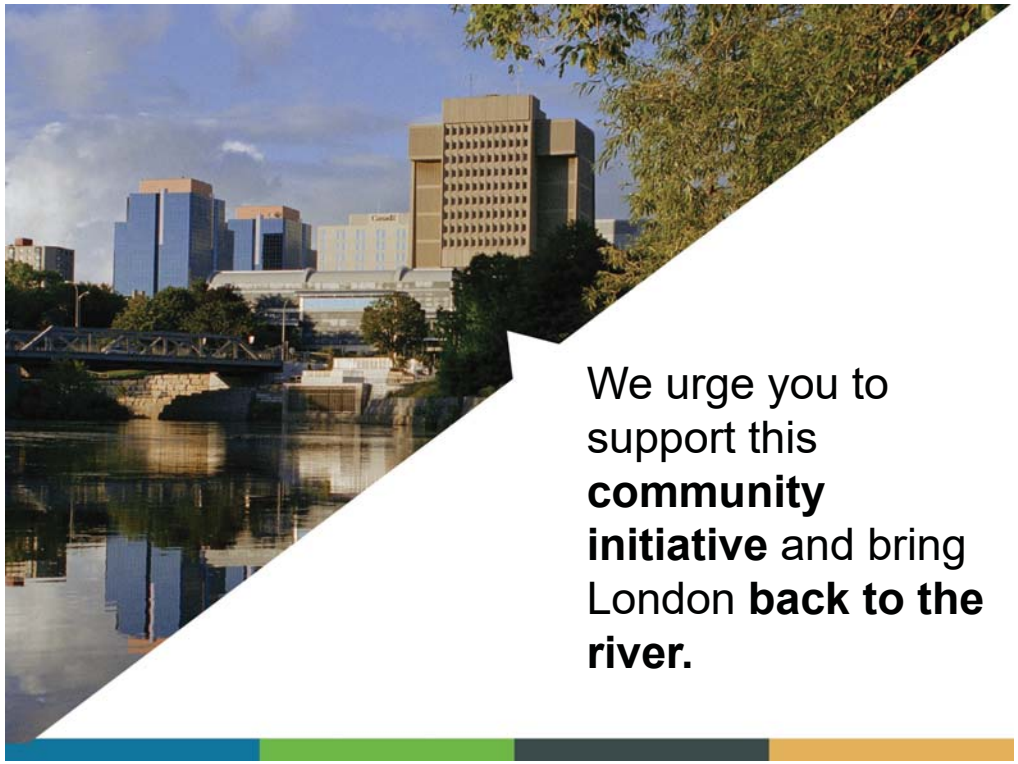
TROJAN technologies

rtraction

And nearly 50 letters of public support sent to LCF, city councillors, and the mayor

Back to the River means:

- Attracting donors and developers to invest
- Growing our economy
- Civic engagement
- Improving access to London's heritage river
- Generating significant volunteer contributions



We urge you to support this **community initiative** and bring London **back to the river.**

Appreciation to council, Cheryl, Lynn

Women with lived experience are recommending that Creating a Safe London for Women and Girls be a stand-alone strategic area of focus

The evidence supports the need for this

LAWC

- We serve women and girls as young as 12 and into their 90's and provide specialized groups for youth and seniors
- We acknowledging how different forms of discrimination (for example race, gender, class, ability, language, sexual orientaion) intersect with and amplify gender-based discrimination and we use that lens as we develop programming and policies so all women will reap the benefits of women's rights
- Over Last two years, LAWC has seen a 108% increase in service demands (no waitlist)

Canadian Femicide Observatory for Justice and Accountability

- 2018 – 148 women and girls killed by violence in Canada
- Every 2.5 days one woman or girl is killed – a four-decade trend
- Indigenous women and girls are overrepresented as victims (36% of those killed but only 4.7% of population
- Women and girls aged 25-34 years are overrepresented as victims (27% of those killed but only 14% of population)
- Most common method used to kill was shooting (34%) followed by stabbing (28%) and beating (24%)
- Where an accused has been identified, 91% are male

- Since 1961, at least 10,495 women and girls have been killed by violence when official data began to be collected
- Murders of countless other women and girls in Canada have gone unrecorded because many remain missing or they have been killed but deaths have not been recorded

- These numbers provide the knowledge that most women and girls experience violence perpetrated primarily by men because they ARE women and girls

- Between 2015 and 2017, London dropped from 6th to 12th place in the best and worst places to be a woman in Canada (Canadian Centre for Policy Alternatives)

When we enhance the safety of women and girls, we make our city one where everyone is counted and the safety of all is enhanced

London will be a groundbreaking leader in adopting this area of focus and in doing so will increase economic development opportunities by making London a place women want to move to.

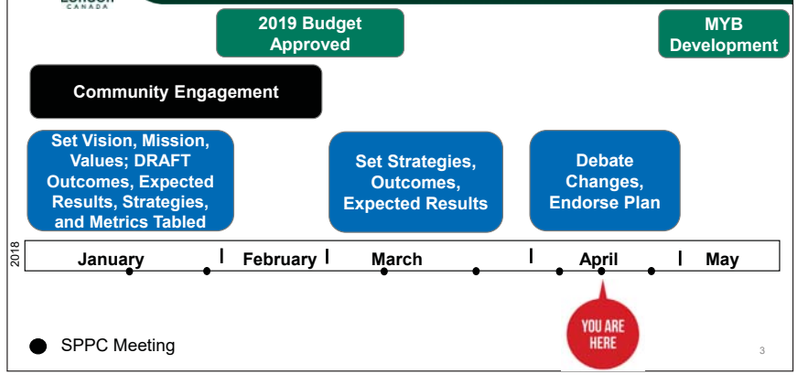
Council's Strategic Plan 2019-2023

April 8, 2019 SPPC

Agenda

- **Key Timelines, Deliverables, and Next Steps**
- **Outcomes, Expected Results, and Strategies**
  - Back to the River
  - Anova and London Abused Women's Centre recommendations
  - Council debates any final changes to the Strategic Plan

Strategic Plan 2019-2023: Timelines and Deliverables



Next Steps

April 23, 2019 Special SPPC Meeting:
- Council receives and approves the Strategic Plan 2019-2023

April 23, 2019 Council Meeting:
- Council approves the Strategic Plan 2019-2023

Outcomes, Expected Results, and Strategies

Back to the River

Building a Sustainable City

Outcome: London has a strong and healthy environment

Expected Result: Protect and enhance waterways, wetlands, and natural areas

Strategy	Metric
Bring Londoners 'Back to the River' by revitalizing the Thames River radiating from the Forks.	% completion of the Forks Inaugural Project
	% completion of the SoHo Back to the River Environmental Assessment
	% completion of the SoHo Inaugural Construction Project

March 26, 2019 Council Resolution:

The Civic Administration BE DIRECTED to consult and seek input from the broader community and with those individuals and organizations that are working to eliminate gender-based violence in London with respect to the communication received from the London Abused Women's Centre and report back to the April 8, 2019 meeting of Strategic Priorities and Policy Committee with the outcome of the above-noted consultation; it being noted that the communication from the London Abused Women's Centre will be posted on the City of London website.

Recommendations from Anova and London Abused Women's Centre

Strategic Area of Focus: Creating a Safe London for Women and Girls

Outcome: London has enhanced the potential for women and girls to live safe lives	
Expected Result	**Strategy**
Decrease male violence against women and girls who are subjected to abuse, assault and non-state torture in their intimate relationships; sex trafficking; sexual assault; and workplace harassment.	Apply a three pillared framework (legislation, public awareness, and funded services) in policy and by-law development.
	Ensure women and girls with lived experience, including but not exclusive to Indigenous and newcomer women and girls, are included in the development of policies, by-laws, and programs that affect them.
	Develop policies, by-laws and programs that make the safety of women and girls a priority, including policies and procedures that ensure workplace harassment is addressed appropriately with sanctions against harassers and supports for victims.
	Implement mandatory comprehensive training on male violence against women and girls in their intimate relationships; sex trafficking, workplace and sexual harassment; non-state torture; and sexual violence for all City employees and encourage all London's agencies, boards and commissions to also implement the training.
	Increase the number of women in senior management positions and other positions of power.
	Work with the London Transit Committee to enhance the safety of women and girls on public transit, for example longer hours of bus service and free service to low-income women.
	Work together with City of London Housing Services, Housing Development Corporation, London-Middlesex Housing Corporation to build more accessible and safer housing options for women and girls.
	Maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls. Full implementation of Housing First policy to be contingent on availability of immediate access to safe, affordable housing.
	Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing.
	Recognize London as a sex trafficking hub and take action to work collaboratively towards solutions
	Investigate signing the Global Every Woman Treaty and encourage AMO, FCM, other provincial associations, the governments of each province and the federal government to do the same.
	Include male violence against women and girls in discussions and decisions made at the Town and Gown Committee.
	Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices programs); and London Police Services (DV Unit and HT Unit).
	Commit to applying a trauma and violence-informed lens to strategic plan for the City of London, ensuring that an intersectional approach is applied to address violence against women and girls in our community.

On line Community Feedback

"Please provide feedback on the new Strategic Area of Focus, Outcome, and Expected Result"

Themes

- Positions London as a municipal leader
- Contributes towards increased happiness in communities
- Closes the gender gap
- Protects sex workers
- Addresses human trafficking
- Prevents violence

On line Community Feedback cont'd

"Please select all the Strategies that are most important to you"

1. Support community-based initiatives and organizations committed to ending male violence against women including but not limited to Anova (UN Safe Cities); Atlohsa Family Healing Services; the London Abused Women's Centre/Youth Opportunities Unlimited/Salvation Army Correctional and Justice Services (Phoenix and Choices programs); and London Police Services (DV Unit and HT Unit). Commit to applying a trauma and violence-informed lens to strategic plan for the City of London, ensuring that an intersectional approach is applied to address violence against women and girls in our community.
2. Work with the London Transit Committee to enhance the safety of women and girls on public transit, for example longer hours of bus service and free service to low-income women.

On line Community Feedback cont'd

"Please select all the Strategies that are most important to you"

3. Work together with City of London Housing Services, Housing Development Corporation, London-Middlesex Housing Corporation to build more accessible and safer housing options for women and girls.
4. Recognize London as a sex trafficking hub and take action to work collaboratively towards solutions.
5. Maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls. Full implementation of Housing First policy to be contingent on availability of immediate access to safe, affordable housing.
6. Implement mandatory comprehensive training on male violence against women and girls in their intimate relationships; sex trafficking, workplace and sexual harassment; non-state torture; and sexual violence for all City employees and encourage all London's agencies, boards and commissions to also implement the training.

On line Community Feedback cont'd

"Please select all the Strategies that are most important to you"

7. Ensure women and girls with lived experience, including but not exclusive to Indigenous and newcomer women and girls, are included in the development of policies, by-laws, and programs that affect them.
8. Develop policies, by-laws and programs that make the safety of women and girls a priority, including policies and procedures that ensure workplace harassment is addressed appropriately with sanctions against harassers and supports for victims.
9. Apply a three pillared framework (legislation, public awareness, and funded services) in policy and by-law development.
10. Increase the number of women in senior management positions and other positions of power.

On line Community Feedback cont'd

"Please select all the Strategies that are most important to you"

11. Work with landlords and developers to end discrimination and bias against abused, sex trafficked and/or sexually assaulted women and girls attempting to access affordable housing.
12. Include male violence against women and girls in discussions and decisions made at the Town and Gown Committee.
13. Investigate signing the Global Every Woman Treaty and encourage AMO, FCM, other provincial associations, the governments of each province and the federal government to do the same.

On line Community Feedback cont'd

"Is there anything missing?"

Themes

- Access to safe and affordable housing
- Support and respect for women
- Protection against human trafficking
- Education on respecting women
- City services reviewed and provided with a gender equity lens
- Training for healthcare professionals to address violence against women
- Consultation with the sex worker community
- Trauma training for Ontario Works staff
- Hygiene products in City spaces
- Hub services – one stop shop centres for women and children
- Funding for these goals
- Peer to peer support

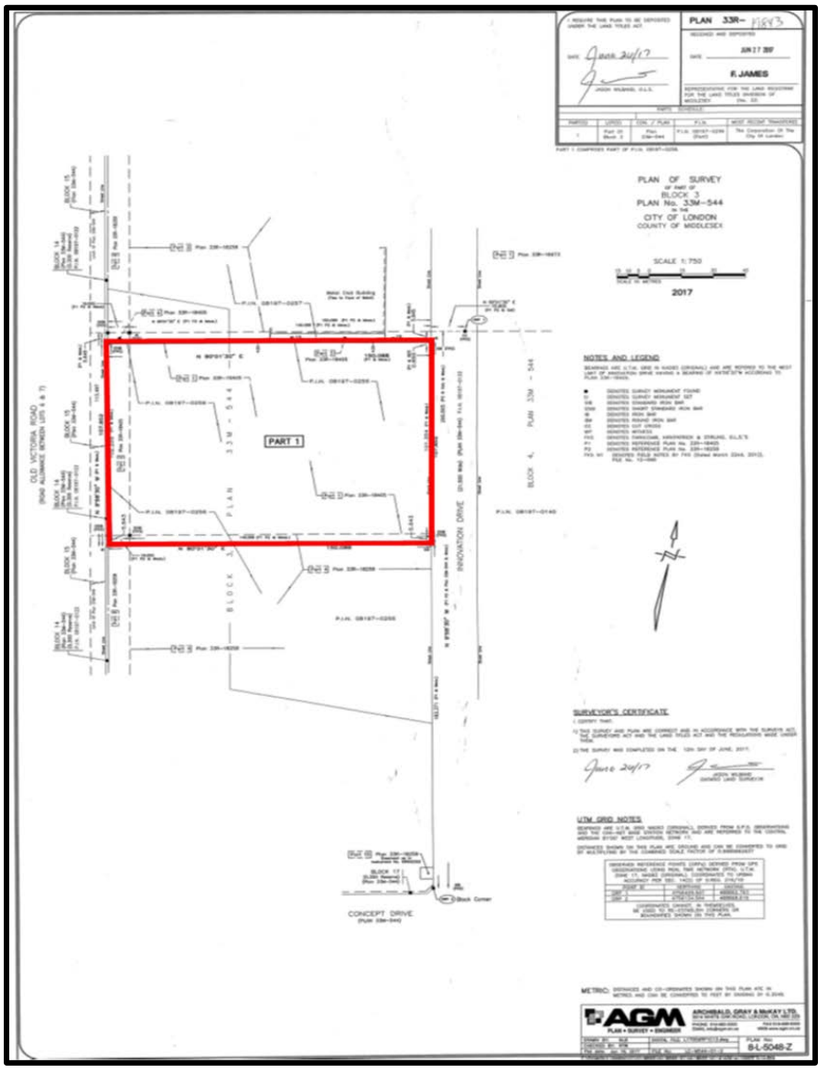
Council Sets Outcomes, Expected Results, and Strategies

- **Council debates any final changes to the Strategic Plan**

Thank You!

SCHEDULE "A"

PART 1, PLAN 33R-19843
INNOVATION PARK PHASE I



APPENDIX "C"
INNOVATION PARK – PHASES I TO IV
Revenue and Expense Breakdown as of March 1 2019

ACTUAL REVENUE AND PROJECTED REVENUE:

Land Sales

TOTAL LAND SALES REVENUE TO DATE (2006 – 2018)	$9,731,337
Acreage Sold to Date	201.53 Acres
Average Price Per Acre (based on actual sales to date)	$48,287 /ac
Estimated Sales Revenue on Balance of Park (216.2 acres @ $70,000 per acre plus (20.3 acres @ $56,500 per acre)	$15,134,000
TOTAL ACTUAL AND ESTIMATED SALES REVENUE	**$24,931,287**

Annual Municipal Taxes – On Land Sales to Date

ANNUAL MUNICIPAL TAXES (2018 Actual)	$2,999,521
Annual Taxes Per Acre (2018 Actual)	$14,883
Cumulative Taxes to Date (2006 – 2018)	$13,944,594

Other Subsidies

Development Charge Exemptions (CIP)	$20,914,709

BUDGETED EXPENSES:

Budgeted Acquisition, Design & Construction Costs:

A) Land Costs: Total Land Acquisition Cost (477 net acres)	$12,222,016

B) Servicing Costs: Design & Construction Costs	$61,413,987
Less: Estimated Oversizing Component *	- $23,867,350
TOTAL LOCAL SERVICES	$37,546,637
Net Acreage of City owned Land	477 Acres

C) TOTAL COST (A + B) Land plus Local Servicing Cost	$49,768,653
Average Expenditures Per Net Acre	$104,337 /ac

D) SuperBuild Funding (Provincial) Senior Government Infrastructure Funding MIII Funding (Provincial)	- $17,448,457

E) TOTAL COST (A + B) Land plus Local Servicing cost - Net of Superbuild, MIII & ISF Funding	$32,320,196
Average Expenditures Per Net Acre (after deducting senior Government Funding)	**$67,757 /ac**

* It should be noted that Oversizing costs are ultimately borne by the City.

Note: - Estimates are based on Current Approved Budget Allocation as reported in JD Edwards

- Lands "under contract" are not reflected in figures above.

APPENDIX “C”

PROPERTY SKETCH

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: ~~JOHN HENRY ESLER~~ JOHN HENRY ESLER AND JO-ANN MARIE ESLER (AS JOINT TENANTS)

REAL PROPERTY:

Address: 2497 BRADLEY AVENUE

Location: SOUTH OF BRADLEY AVENUE

Measurements: IRREGULAR- AREA OF 70.1 +/- ACRES

Legal Description:

PART LOTS 4 AND 5, CONCESSION 2, IN FOR FORMER TOWNSHIP OF WESTMINSTER AS IN 95415; SAVE AND EXCEPT 145868, 440691 AND IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PIN 081970162 & PART LOTS 4 AND 5, CONCESSION 2, IN THE FORMER TOWNSHIP OF WESTMINSTER AS IN 95415; SAVE AND EXCEPT 145868, 440691, PART 1 IN PLAN ER951197 AND PART 1 IN PLAN ER1062040; SUBJECT TO AN EASEMENT AS IN WU47110 TOGETHER WITH AN EASEMENT AS IN 145868, IN THE CITY OF LONSON, COUNTY OF MIDDLESEX BEING PIN 081970279 together as highlighted in red and shown in Schedule "A" (the "Property').

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.

INITIALLED FOR IDENTIFICATION

2. **SALE PRICE:** The purchase price shall be FOUR MILLION TWO HUNDRED AND FORTY-ONE THOUSAND AND FIFTY DOLLARS CDN ($4,241,050) payable as follows:

INITIALLED FOR IDENTIFICATION

   a) a deposit of TWENTY THOUSAND DOLLARS CDN ($20,000.00) cash or cheque on the date hereof as a deposit; and,

   b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.

3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.

4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
   Schedule "A" Description of the Property
   Schedule "B" Additional Terms and Conditions
   Schedule "C" Standard Lease Agreement & Additional Terms
   Schedule "D" Farm Land Lease for 2497 Bradley Ave
   Schedule "E" Adjacent Farm Land Lease for 2531 Bradley Ave
   Schedule "F" List of Vendor's Chattels Excluded from Sale

5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **April 30, 2019** after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

6. **TITLE SEARCH:** The Purchaser shall be allowed until **4:30 p.m. on October 16, 2019** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.

7. **COMPLETION DATE:** This Agreement shall be completed by no later than **4:30 p.m. on October 30, 2019**.

8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.

9. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

11. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

12. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be

insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

13. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990

15. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.

16. **TIME LIMITS**: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

17. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

18. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.

19. **CLOSING ARRANGEMENTS**: Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

20. **AGREEMENT IN WRITING**: This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

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

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

Witness Max Prince - Lawyer BSO — John Henry Esler — Date Apr 4/19

Witness MacPrince - Lawyer BSO — Jo-Ann Marie Esler — Date April 4 2019

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF the Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law No.A-1-11012 of the Council of the Corporation of the City of London consolidated the 1st day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

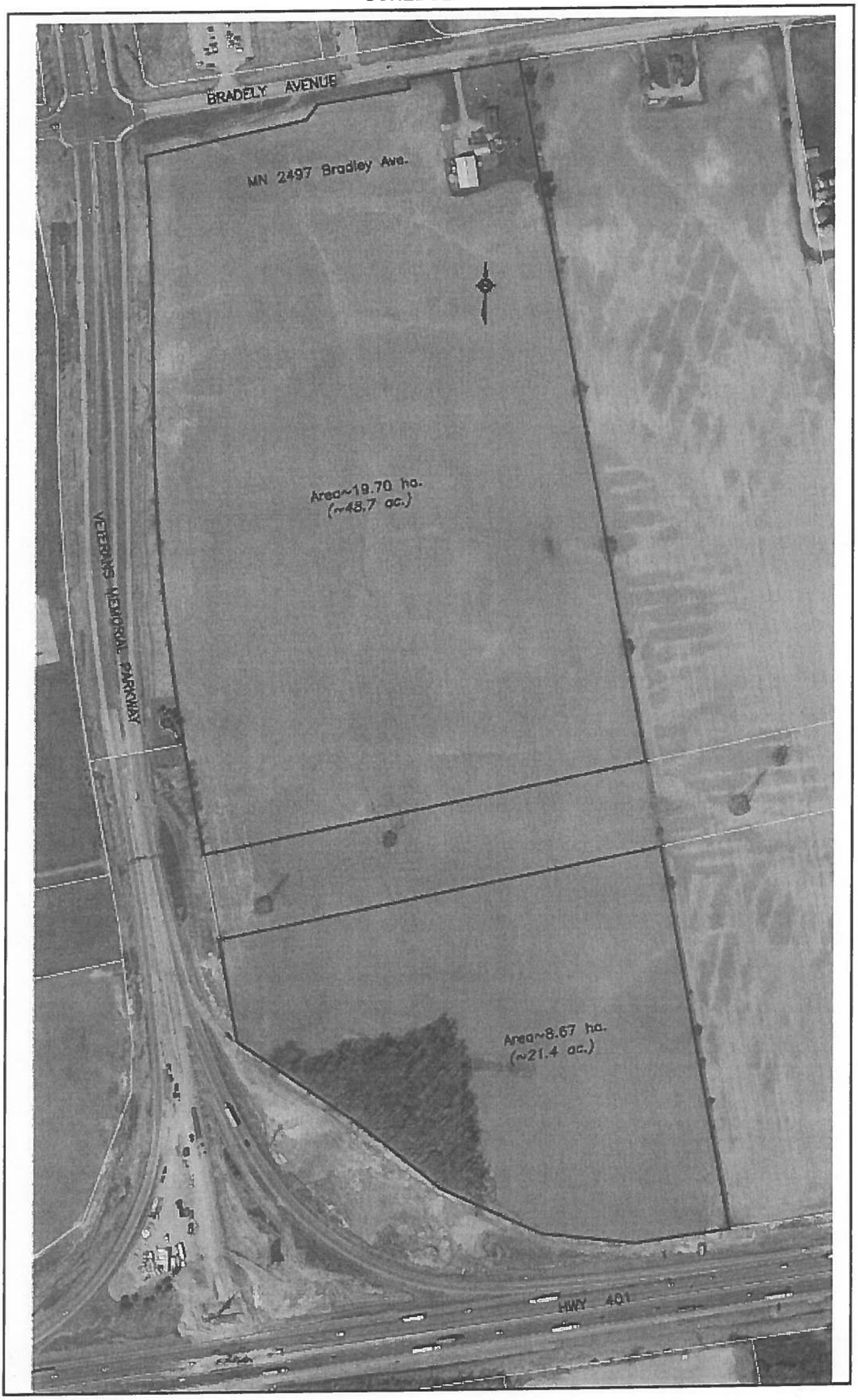
Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Max P. Prince, Barrister & Solicitor, 519-679-0400 Fax: 519-679-6350

PURCHASER'S LAWYER: David G. Mounteer, Solicitor, 519-661-2500 Ext. 4709 Fax: 519-661-5530

SCHEDULE "A"


BRADLEY AVENUE
MN 2497 Bradley Ave.
Area~19.70 ha.
(~48.7 ac.)
VETERANS MEMORIAL PARKWAY
Area~8.67 ha.
(~21.4 ac.)
HWY 401

SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on October 16, 2019** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on October 16, 2019** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property which may also include a heritage review for the existing house and outbuildings located on the Property shown in Schedule "A". The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

   If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT REVIEW AND HYDRO ONE NETWORKS INC. APPROVAL:** The Purchaser shall until **4:30pm EST on October 16, 2019** to satisfy itself in its sole and unfettered discretion with the storm water management plan and the acreage available to the Purchaser for its intended development of the property including any necessary approvals required from Hydro One Networks Inc. for a new road crossing along the Hydro One Transmission Corridor.

   If the results of storm water management review and obtaining approvals from the Hydro One Networks Inc. for a new road are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have until **4:30pm EST on October 16, 2019**, to obtain, at its expense, the appropriate amendments to the Official Plan and the Zoning By-Law necessary for the Purchaser to develop and use the Property for industrial use. Both the Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Local Planning Appeal Tribunal (LPAT) (formerly the Ontario Municipal Board), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the LPAT's final decision and Order regarding all such appeals within its jurisdiction. In the event that the LPAT modifies or amends the Official Plan Amendment, the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion then this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN ($20,000) is refundable to the Purchaser should this transaction fail to close on or prior **October 30, 2019**.

6. **UNION GAS EASEMENT**: The Purchaser agrees to accept the title to the Property subject to an easement in favour of Union Gas Limited to survey, lay, construct, maintain, inspect, patrol, alter, remove, replace, reconstruct, repair, move, keep, use and or operate a pipe line or lines for the distribution of gas.

7. **RESIDENCE:** Subject to the provisions pertaining to the Completion Date in this Agreement, the Vendor shall have the Option of entering into a Residential Tenancy Agreement for a maximum term of Two (2) years with the commencement date being the Completion Date of this transaction at the nominal consideration of $2.00 per month in the form of the Standard Lease attached as Schedule "C". The Vendor, hereby known as the tenant, shall be responsible for all maintenance, repairs, and utilities pertaining to the building and residential lot from the date of closing until they vacate the property. The Purchaser shall not be required to provide any alternate residence or compensation if for any reason the residence becomes uninhabitable during the Vendor's tenancy. The Vendor recognizes that the Purchaser shall be permitted to cross over the residential portion of the property, providing it does not unduly interfere with the quite enjoyment of the tenant's residential use of the property (the lawn area around the residence).

8. **TILLAGE FARM ACREAGE FOR 2497 BRADLEY AVE:** The Vendor shall have the right to harvest the summer/fall 2019 crop prior to November 30th, 2019 and in the event due to weather reasons the crop is not harvested, the Vendor will have the right to harvest it in the spring of 2020, but no later than May 1st, 2020.

   Notwithstanding the above and subject to the Purchaser closing this transaction, the Purchaser agrees to grant the Vendor a farm lease (the "Farm Land Lease Agreement") for term of two (2) years beginning on January 1, 2020 and ending on December 31, 2023 at the rate of $150.00 per acre (plus HST) per year in the form of the Farm Land Lease Agreement attached as Schedule "D".

   INITIALLED FOR IDENTIFICATION HE GE

   After that time the Vendor shall have first right (the "First Right of Refusal") to continue to farm 2497 Bradley Ave. which shall be subject to the written permission of the Purchaser acting reasonably and under a new farm land lease agreement to be provided by the Purchaser. The Vendor shall provide written notice to the City on or before December 1st that the Vendor wishes to exercise its First Right of Refusal for the following growing season. The rate of $150.00 per acre (plus HST) per year shall apply for any additional period granted beyond the initial term which ends on December 31, 2023.

   INITIALLED FOR IDENTIFICATION HE GE

   Notwithstanding the above, the Purchaser has the right to terminate the Farm Land Lease Agreement or any extensions granted (the "Termination of Lease") upon One Hundred and Fifty Days (150) written notice should the lands be sold to a third party or be required for municipal purposes which is further described in the Farm Land Lease agreement attached as Schedule "D".

   This condition shall survive and not merge on the closing of this transaction.

9. **TILLAGE FARM ACREAGE FOR 2531 BRADLEY AVE:** Subject to the acceptance of this Agreement, the Purchaser agrees to grant the Vendor a farm lease on City owned lands located at 2531 Bradley Ave (the "Adjacent Farm Land Lease Agreement") for a term commencing May 1, 2019 and ending on December 31, 2023 at a rate of $150.00 per acre (plus HST) per year in the form of the Adjacent Farm Land Lease Agreement attached as Schedule "E".

   INITIALLED FOR IDENTIFICATION HE GE

After that time and subject to the closing of this transaction, the Vendor shall have first right (the "First Right of Refusal") to continue to farm 2497 Bradley Ave which shall be subject to the written permission of the Purchaser acting reasonably and under a new farm land lease agreement to be provided by the Purchaser. The Vendor shall provide written notice to the City on or before December 1st that the Vendor wishes to exercise its First Right of Refusal for the following growing season. The rate of $150.00 per acre (plus HST) per year shall apply for any additional period granted beyond the initial term which ends on December 31, ~~2021.~~ 2023 HE SE

Notwithstanding the above, the Purchaser has the right to terminate the Adjacent Farm Land Lease Agreement or any extensions granted (the "Termination of Lease") upon One Hundred and Fifty Days (150) written notice should the lands be sold to a third party or be required for municipal purposes which is further described in the Adjacent Farm Land Lease agreement attached as Schedule "E".

This condition shall survive and not merge on the closing of this transaction.

10. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

INITIALLED FOR IDENTIFICATION JE HE

11. **ADJUSTMENTS:** The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 70.1 acres x $60,500 per acre. If the actual size of the Property is different than as set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by $60,500 per acre.

INITIALLED FOR IDENTIFICATION JE HE

12. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction.

13. **CHATTELS EXCLUDED FROM LAND SALE:** The Purchaser agrees that the Vendor's chattels (the "Chattels") listed in Schedule "F" are excluded from the closing of this transaction. The Chattels shall be removed by the Vendor, at the Vendor's expense, at the later date of (a) closing of this transaction or (b) at the end date of the residential tenancy as provided for in provision 7 above.

SCHEDULE "C"

Ontario

Residential Tenancy Agreement (Standard Form of Lease)

Note

This tenancy agreement (or lease) is required for tenancies entered into on **April 30, 2018 or later.** It does not apply to care homes, sites in mobile home parks and land lease communities, most social housing, certain other special tenancies or co-operative housing (see Part A of General Information).

Residential tenancies in Ontario are governed by the *Residential Tenancies Act, 2006*. This agreement cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

Under the Ontario *Human Rights Code*, everyone has the right to equal treatment in housing without discrimination or harassment.

All sections of this agreement are mandatory and cannot be changed.

1. Parties to the Agreement

Residential Tenancy Agreement between:

Landlord(s)

1. Landlord's Legal Name
   Corporation of the City of London

Note:
See Part B in General Information

and Tenant(s)

1. Last Name Esler	First Name ~~John Henry~~ Henry John
2. Last Name Esler	First Name Jo-Ann Marie
3. Last Name	First Name
4. Last Name	First Name

2. Rental Unit

The landlord will rent to the tenant the rental unit at:

Unit (e.g., unit 1 or basement unit) The Private Dwelling house	Street Number 2497	Street Name Bradley Avenue	
City/Town London		Province Ontario	Postal Code N6M 1C9

Number of vehicle parking spaces and description (e.g., indoor/outdoor, location)
Parking as shown within marked area in red on Schedule C1

The rental unit is a unit in a condominium.

☐ Yes ☑ No

If yes, the tenant agrees to comply with the condominium declaration, by-laws and rules, as provided by the landlord.

SCHEDULE "C" CONT'D

3. Contact Information

Address for Giving Notices or Documents to the Landlord

Unit	Street Number	Street Name	PO Box
	300	Dufferin Avenue	

City/Town	Province	Postal Code/ZIP Code
London	Ontario	N6A 4L9

Both the landlord and tenant agree to receive notices and documents by email, where allowed by the Landlord and Tenant Board's Rules of Practice.

☐ Yes ✓ No

If yes, provide email addresses:

The landlord is providing phone and/or email contact information for emergencies or day-to-day communications:

✓ Yes ☐ No

If yes, provide information:
E:mail : Realty@london.ca / Realty Services Main Number: 519-661-5442

Note:
See Part B and E in General Information

4. Term of Tenancy Agreement

This tenancy starts on: _____
Date (yyyy/mm/dd)

This tenancy agreement is for: (select an option below and fill in details as needed)

✓ a fixed length of time ending on: _____
Date (yyyy/mm/dd)

☐ a monthly tenancy

☐ other (such as daily, weekly, please specify): _____

Note:
The tenant does not have to move out at the end of the term. See Parts C and D in General Information.

5. Rent

a) Rent is to be paid on the first (e.g., first, second, last) day of each (select one):

☐ Month

☐ Other (e.g., weekly) _____

b) The tenant will pay the following rent:

Base rent for the rental unit	$2.00
Parking (if applicable)	
Other services and utilities (specify if applicable):	
Tenant is responsible and agrees to pay to supplier all utilities applicable to the Rented Premises as outlined in attachment with additional terms.	
Total Rent (Lawful Rent)	$2.00

Add Service or Utility (+)

SCHEDULE "C" CONT'D

This is the lawful rent for the unit, subject to any rent increases allowed under the *Residential Tenancies Act, 2006*. For example, the landlord and tenant may agree to a seasonal rent increase for additional services of air conditioning or a block heater plug-in. This amount does not include any rent discounts (see Section 7 and Part G in General Information).

c) Rent is payable to:
N/A

d) Rent will be paid using the following methods:
By cheque or money order

Note:
The tenant cannot be required to pay rent by post-dated cheques or automatic payments, but can choose to do so.

e) If the first rental period (e.g., month) is a partial period, the tenant will pay a partial rent of $ 1.00 on _____ (Date (yyyy/mm/dd)). This partial rent covers the rental of the unit from _____ (Date (yyyy/mm/dd)) to _____ (Date (yyyy/mm/dd)).

f) If the tenant's cheque is returned because of non-sufficient funds (NSF), the tenant will have to pay the landlord's administration charge of $ 20.00 plus any NSF charges made by the landlord's bank.

Note:
The landlord's administration charge for an NSF cheque cannot be more than $20.00

6. Services and Utilities

The following services are included in the lawful rent for the rental unit, as specified:

Gas	☐ Yes	☑ No		
Air conditioning	☐ Yes	☑ No		
Additional storage space	☐ Yes	☑ No		
On-Site Laundry	☐ Yes	☑ No	☐ No Charge	☐ Pay Per use
Guest Parking	☑ Yes	☐ No	☐ No Charge	☐ Pay Per use
Other Use of outbuildings	☑ Yes	☐ No		
Other	☐ Yes	☐ No		
Other	☐ Yes	☐ No		

Add Service (+)

Provide details about services or list any additional services if needed (if necessary add additional pages):
Please refer to provision 6 in attachment with additional terms

SCHEDULE "C" CONT'D

The following utilities are the responsibility of:

Electricity ☐ Landlord ☑ Tenant

Heat ☐ Landlord ☑ Tenant

Water ☐ Landlord ☑ Tenant

If the tenant is responsible for any utilities, provide details of the arrangement, e.g. tenant sets up account with and pays the utility provider, tenant pays a portion of the utility costs (if necessary add additional pages):

Please refer to provision 6 in attachment with additional terms

Note:
If the tenant will be responsible for paying for electricity measured by a meter or suite meter, the landlord must give the prospective tenant available information about the electricity usage in the rental unit over the last twelve months using the appropriate Landlord and Tenant Board form.

7. Rent Discounts

Select one:

☑ There is no rent discount,

or

☐ The lawful rent will be discounted as follows:

Provide description of rent discount (if necessary add additional pages):

Note:
See Part G in General Information for what types of discounts are allowed.

8. Rent Deposit

Select one:

☑ A rent deposit is not required.

or

☐ The tenant will pay a rent deposit of $ _____. This can only be applied to the rent for the last rental period of the tenancy.

Note:
This amount cannot be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less. This cannot be used as a damage deposit. The landlord must pay the tenant interest on the rent deposit every year. See Part H in General Information.

SCHEDULE "C" CONT'D

9. Key Deposit

Select one:

☐ A key deposit is not required,

or

☑ The tenant will pay a refundable key deposit of $ 2.00 to cover the cost of replacing the keys, remote entry devices or cards if they are not returned to the landlord at the end of the tenancy.

If a refundable key deposit is required, provide description and number of keys, access cards and remote entry devices
Please refer to provision 21 in attachment with additional terms.

Note:
The key deposit cannot be more than the expected replacement cost. See Part H in General Information.

10. Smoking

Under provincial law, smoking is not allowed in any indoor common areas of the building. The tenant agrees to these additional rules on smoking:

Select one:

☑ None

or

☐ Smoking rules

Provide description of smoking rules (if necessary add additional pages)

Note:
In making and enforcing smoking rules, the landlord must follow the Ontario *Human Rights Code*. See Parts M and S in General Information.

11. Tenant's Insurance

Select one:

☐ There are no tenant insurance requirements.

or

☑ The tenant must have liability insurance at all times. If the landlord asks for proof of coverage, the tenant must provide it. It is up to the tenant to get contents insurance if they want it.

12. Changes to the Rental Unit

The tenant may install decorative items, such as pictures or window coverings. This is subject to any reasonable restrictions set out in the additional terms under Section 15.

The tenant cannot make other changes to the rental unit without the landlord's permission.

SCHEDULE "C" CONT'D

13. Maintenance and Repairs

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards.

The tenant must repair or pay for any undue damage to the rental unit or property caused by the wilful or negligent conduct of the tenant, the tenant's guest or another person who lives in the rental unit.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

Note:
See Part J in General Information.

14. Assignment and Subletting

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a sublet or potential assignee.

Note:
There are additional rules if the tenant wants to assign or sublet the rental unit. See Part P in General Information.

15. Additional Terms

Landlords and tenants can agree to additional terms. Examples may include terms that:

- Require the landlord to make changes to the unit before the tenant moves in, and
- Provide rules for use of common spaces and/or amenities.

These additional terms should be written in plain language and clearly set out what the landlord or tenant must or must not do to comply with the term. If typed, the additional terms should be in a font size that is at least 10 points.

An additional term cannot take away a right or responsibility under the *Residential Tenancies Act, 2006*.

If a term conflicts with the *Residential Tenancies Act, 2006* or any other terms set out in this form, the term is void (not valid or legally binding) and it cannot be enforced. Some examples of void and unenforceable terms include those that:

- Do not allow pets (however, the landlord can require the tenant to comply with condominium rules, which may prohibit certain pets),
- Do not allow guests, roommates, any additional occupants,
- Require the tenant to pay deposits, fees or penalties that are not permitted under the *Residential Tenancies Act* 2006 (e.g., damage or pet deposits, interest on rent arrears), and
- Require the tenant to pay for all or part of the repairs that are the responsibility of the landlord.

See General Information for more details.

The landlord and tenant may want to get legal advice before agreeing to any additional terms.

Select one:

☐ There are no additional terms.

or

☑ This tenancy agreement includes an attachment with additional terms that the landlord and tenant agreed to.

16. Changes to this Agreement

After this agreement is signed, it can be changed only if the landlord and tenant agree to the changes in writing.

Note:
The *Residential Tenancies Act, 2006* allows some rent increases and requires some rent reductions without agreement between the landlord and tenant. See Part I in General Information.

SCHEDULE "C" CONT'D

17. Signatures

By signing this agreement, the landlord(s) and the tenant(s) agree to follow its terms.

Unless otherwise agreed in the additional terms under Section 15, if there is more than one tenant, each tenant is responsible f all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
HENRY JOHN ESLER	Henry John Esler	April 4th 2014
Name	Signature	Date (yyyy/mm/dd)
JO-ANN MARIE ESLER	Jo-Ann Marie Esler	April 4th 2014
Name	Signature	Date (yyyy/mm/dd)
Name	Signature	Date (yyyy/mm/dd)

Note:

All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord mu give a copy of this agreement to the tenant within 21 days after the tenant signs it.

Ontario

Appendix: General Information

This Appendix sets out basic information for landlords and tenants. It is not intended as legal advice, and it is not an official interpretation of the *Residential Tenancies Act, 2006* (the Act). Please refer to the Act for the specific rules.

The Landlord and Tenant Board also provides information about landlords' and tenants' rights and responsibilities under the Act.

Landlord and Tenant Board:
Toll free: 1-888-332-3234
Toronto area: 416-645-8080
TTY: Bell Relay Service at 1-800-268-9242
Website: www.sjto.ca/ltb

A. When to Use This Form

This form (standard form of lease) must be used for most residential tenancy agreements (leases).

This form should **not** be used for:

- care homes,
- sites in mobile home parks or land lease communities,
- social and supportive housing that is exempt from the rent increase guideline (see the regulation under the Act for specific exemptions),
- member units in co-operative housing, and
- any other accommodation that is exempt from the Act (see Section 5 of the Act).

B. Change of Landlord

A new landlord has the same rights and duties as the previous landlord. A new landlord must follow all the terms of this agreement unless the tenant and new landlord agree to other terms. A new landlord should provide the tenant with their legal name and address.

C. Renewing a Tenancy Agreement (Part V of the Act)

If the landlord and tenant agree that the tenancy will last for a specific period of time, this is called a fixed term tenancy. This is because both the start and end date are set out in the tenancy agreement.
The end of an agreement does not mean the tenant has to move out or sign a renewal or new agreement in order to stay. The rules of the agreement will still apply and the tenant still has the right to stay:

- as a monthly tenant, if the agreement was for a fixed term or monthly tenancy,
- as a weekly tenant, if the agreement was for a weekly tenancy, or
- as a daily tenant, if the agreement was for a daily tenancy.

The landlord and tenant can also agree to renew the agreement for another fixed term or enter into a new agreement. In any case, changes to the rent must follow the rules under the Act (see Part I below for further information).

D. Ending the Tenancy (Part V of the Act)

The landlord or tenant must follow the rules of the Act when ending a tenancy.

When the tenant can end the tenancy

The tenant may end a tenancy by giving the landlord proper notice using the appropriate Landlord and Tenant Board form. They must give:

- at least 60 days' notice if they have a monthly or fixed term tenancy, or
- at least 28 days' notice if they have a daily or weekly tenancy.

For a fixed term tenancy, the notice cannot be effective before the last day of the fixed term. For a monthly or weekly tenancy, the notice must be effective on the last day of a rental period (e.g. month or week).

In certain situations, a tenant who has experienced sexual or domestic violence can give 28 days' notice to end the tenancy at any time, even if the tenant has a fixed term agreement (e.g., one year agreement). They must use the notice form approved by the Landlord and Tenant Board.

When the landlord can end the tenancy

The landlord cannot evict the tenant unless the landlord follows the proper rules. In most cases, the landlord must give proper notice to end the tenancy using the right form. Forms are available on the Landlord and Tenant Board's website.

The landlord can only give the tenant notice to end the tenancy in certain situations. These situations are set out in the Act. A few examples include:

- tenant does not pay the full rent when it is due,
- tenant causes damage to the rental unit or building, and
- tenant substantially interferes with the reasonable enjoyment of other tenants or the landlord.

If the landlord gives a tenant notice to end the tenancy, the tenant does not have to move out.

If the tenant does not move out, the landlord must apply to the Landlord and Tenant Board in order to evict the tenant. The Landlord and Tenant Board will hold a hearing and decide if the tenancy should end. Both the landlord and the tenant can come to the hearing and explain their side to the Landlord and Tenant Board. If the Landlord and Tenant Board orders an eviction, the eviction order can only be enforced by the Sheriff (Court Enforcement Officer).

It is an offence for the landlord to evict a tenant without following this process. If convicted, the landlord could face a fine of up to $25,000 (for an individual) or $100,000 (for a corporation).

If the Landlord and Tenant agree to end the tenancy

The tenant and landlord can agree to end a tenancy at any time by using the proper Landlord and Tenant Board form. Some landlords may ask the tenant to sign this form when signing the agreement. In most cases, an agreement to end a tenancy signed at the beginning of the tenancy agreement is unenforceable and the tenant does not have to move out.

There is more information on how to end a tenancy and reasons for eviction in the Act and in a brochure on the Landlord and Tenant Board website.

E. Giving Notices and Documents (Part XII of the Act)

The landlord and tenant have to deliver some official notices and other documents in writing. These notices and documents can be:

- hand delivered,
- left in a mail box or a place where mail is ordinarily delivered, or
- mailed (this will count as delivered five days after mailing).

There are also other ways to serve notices and documents. For more information, contact the Landlord and Tenant Board or see the Rules of Practice on its website.

F. Rent and Rent Receipts (Part VII of the Act)

Rent is the amount the tenant pays to the landlord to occupy the rental unit and receive services or facilities agreed to in this agreement.

The tenant must pay their rent on time. If they do not, the landlord can give them notice to end the tenancy.

If the tenant asks for a receipt for rent or any payment or deposit, the landlord must give them one for free. This also applies to a former tenant who asks for a receipt within 12 months after the end of their tenancy.

G. Rent Discounts (Part VII of Act)

The landlord can offer the tenant a discount for paying rent on or before the date it is due. This discount can be up to two per cent of the lawful rent.

The landlord can also offer rent-free periods or discounts in one of three ways:

- Rent-free periods of up to three months within any 12-month period,
- A discount of up to one month's rent spread evenly over eight months, or
- A discount of up to two months' rent, with up to one month's rent spread evenly over the first seven months, and up to one month's rent discounted in one of the last five months,

These types of discounts must be agreed to in writing.

H. Deposits (Part VII of the Act)

The landlord can only collect a deposit for the last month's rent and a refundable key deposit. The tenant does not have to provide any other form of deposit, such as pet or damage deposits. If the tenant pays anything more, the tenant can apply to the Landlord and Tenant Board to get the money back.

Rent deposit (i.e. last month's rent): The landlord can require a rent deposit on or before the tenant enters into the tenancy agreement. The landlord must apply this money to the rent for the last period of the tenancy. The rent deposit must not be more than one month's rent or the rent for one rental period (e.g., one week in a weekly tenancy), whichever is less.

The landlord must pay the tenant interest on the rent deposit every year. If the rent increases after the tenant has paid a rent deposit, the landlord can require the tenant to top-up the rent deposit so that it is the same as the new rent. The landlord can use the interest on the rent deposit to top-up the rent deposit.

If the landlord is unable to let the tenant move into the rental unit, the landlord must return the deposit, unless the tenant agrees to rent a different unit.

Key deposit: If the landlord collects a deposit for key(s), remote entry devices or cards, the landlord must return the deposit when the tenant gives back their key(s) at the end of the tenancy.

The landlord can charge the tenant for additional keys that the tenant requests (for example, if the tenant wants an extra key or if the tenant has lost their key), but the charge cannot be more than actual cost of the keys. This is not a key deposit.

I. Rent Increases and Decreases (Part VII of the Act)

Most Ontario tenants are protected by rent controls that limit how much rent can increase year-over-year. The rent payable by tenants may also decrease in limited situations.

Guideline Rent Increases

Normally, the landlord can increase the rent only once every 12 months. The landlord must use the proper Landlord and Tenant Board form and give the tenant at least 90 days' notice before the rent increase is to take effect. The rent can be increased by no more than the rent increase guideline unless the Landlord and Tenant Board approves a rent increase above the guideline. The guideline for each year can be found on the Landlord and Tenant Board's website.

Rent Increases above the Guideline

The landlord can apply to the Landlord and Tenant Board for approval to raise the rent by more than the rent increase guideline. Affected tenants can oppose this application at the Landlord and Tenant Board.

This kind of rent increase is called an above-guideline rent increase. The Landlord and Tenant Board can allow this kind of rent increase if:

- the landlord's municipal taxes and charges have increased significantly,
- the landlord has done major repairs or renovations, or
- the costs of external security services (i.e. not performed by the landlord's employees) have increased, or external security services are being provided for the first time.

The landlord and tenant can also agree to an above-guideline rent increase, if the landlord agrees to renovate or add a new service for the tenant. Certain rules apply.

Rent Reductions:

The landlord **must** reduce the rent if:

- the municipal property tax goes down by more than 2.49 per cent, or
- the rent was increased above the guideline to pay for repairs or renovations and the costs have been fully paid for (this only applies to tenants who were living in the unit when the above guideline rent increase happened).

The tenant can apply to the Landlord and Tenant Board to reduce their rent if:

- municipal property taxes or charges on the rental property go down,
- the landlord reduced or removed a service without reducing the rent, or
- the landlord did not keep a promise they made in an agreement for a rent increase above the guideline.

J. Maintenance and Repairs (Part III, IV, V and XIV of the Act)

The landlord must keep the rental unit and property in good repair and comply with all health, safety and maintenance standards. This includes the maintenance and repair of things that came with the unit, such as appliances, and of common areas, such as parking lots, elevators, and hallways.

The tenant must pay their rent, even if they have problems with the maintenance and repair of their unit or property. If the tenant is having a maintenance or repair problem, the tenant should let the landlord know. If needed, the tenant can apply to the Landlord and Tenant Board.

The tenant is responsible for any damage to the rental property caused by the tenant, the tenant's guest or another person who lives in the rental unit. This applies to any damage caused on purpose or by not being careful enough. This does not include damage that results from normal use of the rental unit over time ("wear and tear"). The landlord can apply to the Landlord and Tenant Board if the tenant has not repaired such damage.

The tenant is responsible for ordinary cleanliness of the rental unit, except for any cleaning the landlord agreed to do.

K. Vital Services (Part I and III of the Act)

"Vital services" include hot or cold water, fuel, electricity, gas and heat.

The landlord must ensure that a rental unit has heating equipment capable of maintaining a minimum temperature of 20° Celsius from September 1 to June 15. Some municipal by-laws may have stricter requirements.

The landlord cannot withhold or shut off the reasonable supply of a vital service, care service or food that the landlord must supply under the tenancy agreement. If a vital service is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if a vital service is cut-off or disconnected because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

The landlord cannot deliberately interfere with the reasonable supply of any vital service, care service or food, whether or not the landlord is obligated to supply it under the tenancy agreement.

L. Harassment (Part III and IV of the Act)

It is against the law for the landlord (or anyone acting for the landlord, such as a superintendent or property manager) to harass the tenant, or for the tenant to harass the landlord. If the landlord or the tenant is experiencing harassment they can apply to the Landlord and Tenant Board.

M. Discrimination

If the landlord (or anyone acting for the landlord) discriminates against the tenant based on prohibited grounds of discrimination under the Ontario *Human Rights Code* (the *Code*), they may be violating the tenant's rights under the Code. The Landlord and Tenant Board may be able to consider discrimination if it relates to an application under the *Residential Tenancies Act*, 2006. In other situations, the tenant may have to take their case to the Human Rights Tribunal of Ontario.

SCHEDULE "C" CONT'D

N. Landlord's Entry into Rental Unit (Part III of the Act)

The tenant is entitled to reasonable enjoyment of the rental unit (e.g. quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance and exclusive use of the rental unit).

The landlord can enter the rental unit with 24 hours' written notice only for the following reasons:

- make repairs,
- inspect the unit to see if repairs are needed, if the inspection is reasonable,
- show the rental unit to a possible buyer, insurer or mortgage lender,
- let a real estate agent show the unit to a possible buyer,
- have a property inspection done before converting the residential building into a condominium, or
- for any reasonable purpose listed in the tenancy agreement.

The written notice must include the reason for the entry and state the date and time (between 8 a.m. and 8 p.m.) that the landlord will enter the unit. With proper notice, the landlord can enter the unit when the tenant is not at home.

The landlord does not need to give a notice to enter:

- in case of emergency,
- if the tenant consents to entry,
- if the tenancy agreement requires the landlord to clean the unit, or
- if the tenancy is coming to an end and the landlord wants to show the unit to a potential new tenant – the landlord can only show the unit between 8:00 a.m. and 8:00 p.m. and must make a reasonable effort to let the tenant know when this will happen.

O. Locks (Part III and IV of the Act)

The landlord cannot change the locks of the rental unit unless the landlord gives the new keys to the tenant. The tenant cannot change the locks of the rental unit without the consent of the landlord.

P. Assign or Sublet (Part VI of the Act)

The tenant may assign or sublet the rental unit to another person only with the consent of the landlord. The landlord cannot arbitrarily or unreasonably withhold consent to a potential assignee or sublet of the rental unit.

1. **Assignment**: In an **assignment**, the tenant transfers their right to occupy the rental unit to someone else. The new person takes the place of the tenant, and the tenancy agreement stays the same.

2. **Sublet**: A **sublet** occurs when the tenant moves out of the rental unit, lets another person (the 'sub-tenant') live there until a specified date, and can return to live in the unit before the tenancy ends. The tenancy agreement and the landlord-tenant relationship do not change.

   A tenant who sublets a rental unit cannot:

   - charge a higher rent than the landlord does for the rental unit,
   - collect any additional fees for subletting the rental unit, or
   - charge the sub-tenant for additional goods or services.

Q. Guests (Part III of the Act)

The landlord cannot stop tenants from having guests, require the tenant to notify the landlord or get the landlord's permission before having guests. The landlord cannot charge extra fees or raise the rent due to guests in the rental unit. However, the tenant is responsible for the behaviour of their guests.

The landlord cannot prevent the tenant from having a roommate, as long as municipal by-laws on occupancy standards are respected.

SCHEDULE "C" CONT'D

R. Pets (Part III of the Act)

A tenancy agreement cannot prohibit animals in the rental unit or in or around the residential building.

There are some cases where the landlord can apply to the Landlord and Tenant Board to evict a tenant who has a pet. These are some common examples:

- the pet makes too much noise, damages the unit or causes other tenants to have allergic reactions,
- the breed or species is inherently dangerous, or
- the rules of the condominium corporation do not allow pets.

S. Smoking (Part V of the Act)

The Act does not discuss smoking in a rental unit. The landlord and tenant can use Section 10 of this lease to agree to either allow or prohibit smoking in the unit, and/or on the landlord's property.

Even if the lease doesn't prohibit smoking, the landlord may apply to the Landlord and Tenant Board to end the tenancy if the smoking:

- substantially interferes with reasonable enjoyment of the landlord or other tenants,
- causes undue damage,
- impairs safety, or
- substantially interferes with another lawful right, privilege or interest of the landlord.

If the tenant believes that other people smoking in their building affects their health or safety, contravenes maintenance standards, or substantially interferes with their reasonable enjoyment of the rental unit, they should discuss it with their landlord before contacting the Landlord and Tenant Board.

T. Smoke and Carbon Monoxide Alarms

The landlord must provide the rental unit with working smoke alarms and, where applicable, carbon monoxide alarms. The landlord is responsible for keeping smoke and carbon monoxide alarms in working condition, which includes replacing the batteries. The tenant must not disconnect or tamper with any smoke or carbon monoxide alarm and must notify the landlord immediately of any alarms not working properly.

U. Resolving Disputes

The landlord and tenant are required to follow the law. If they have problems or disagreements, the landlord and tenant should first discuss the issue and attempt to resolve it themselves. If the landlord or tenant feels that the other is not obeying the law, they may contact the Landlord and Tenant Board for information about their rights and responsibilities, including whether they may apply to the Landlord and Tenant Board to resolve the dispute.

SCHEDULE "C" CONT'D

Additional Terms

1. Rented Premises

The Landlord agrees to rent to the Tenant the private dwelling house known municipally as 2497 Bradley Avenue (the "Rented Premises"), together with the yards consisting of approximately 1.5 acre (shown on Scheduled C1), associated therewith (the "Premises") pursuant to the terms of this Tenancy Agreement and the rules and regulations attached as Schedule "C2".

2. Use of Rented Premises

The Tenant agrees: to use the Rented Premises as a single-family private dwelling for residential accommodation only and for no other purpose; to use the Rented Premises in accordance with all applicable federal, provincial, municipal and other laws; to abide by the covenants, agreements, rules and regulations of this Tenancy Agreement; and not to allow the Rented Premises to be occupied by anyone other than the Tenant(s) and Permitted Occupants identified in this Tenancy Agreement.

3. Occupants

1) It is understood that so long as the Tenant(s) identified in this Tenancy Agreement occupy the Rented Premises, no additional persons are permitted to occupy the Rented Premises without the written approval of the Landlord:

2) Any additional occupant shall not be permitted by the Landlord unless added as a Permitted Occupant pursuant to an amendment to this Tenancy Agreement in writing and signed by the Landlord and the Tenant. Should the Tenant(s) cease to occupy the Rented Premises for any reason, including death, it is acknowledged that the Permitted Occupants did not and will not occupy the Rented Premises as tenants and will be trespassers.

4. Term

The Tenant shall occupy the Rented Premises, for a term beginning on the first day of Aug 31st 2019 and ending on Oct 30 2021 (the "Term"), subject to the terms of this Tenancy Agreement. However, the rent payable under this Tenancy Agreement shall be adjusted on a per diem basis accordingly. Failure to give possession on the date of the commencement of the Term shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant or in any way be construed to extend the Term of this Tenancy Agreement. The Term comes to an end on the second anniversary date of the Completion Date as outlined in the Agreement and Purchase and Sale with no further extensions or renewals.

SCHEDULE "C" CONT'D

5. Rent

The Tenant agrees to pay the Total Monthly Rent set out below (the "Rent") to the Landlord at the Landlord's office or such place as directed from time to time by the Landlord. The Rent is payable in advance on the twenty-first day of each month of the Term. Acceptance by the Landlord from time to time of other forms of payment is not a waiver of this requirement. Rent paid by someone other than the Tenant is deemed to be Rent paid on behalf of the Tenant. For the purposes of this Tenancy Agreement and any renewals or extensions thereof, Rent paid after the first day of the month on more than three (3) occasions shall constitute persistent late payment of rent within the meaning of the Act or any successor Act.

Basic Rent:	$2.00
Total Monthly Rent (the "Rent"):	$2.00

6. Utilities

(1) In addition to the Rent, the Tenant agrees to pay to the supplier directly, for each of the following services applicable to the Rented Premises:

Hydro ___X___ Heat ___ X___ Water ___X___ Hot water heater ___X___

(2) In the event that any supplier amends its policy during the term of this Tenancy Agreement, or any renewals thereof, such that the payment to the supplier is required to be made by the Landlord, then the Tenant's reimbursement to the Landlord shall not constitute a rent increase.

Other utilities which may include but not be limited to telephone and internet are the responsibility of the Tenant.

7. Postdated Cheques or Pre-authorized Payment

For the convenience of the Tenant, the Tenant has offered, and the Landlord has agreed to accept, a series of postdated cheques, or alternatively a pre-authorized payment plan which, if honoured by the Tenant's financial institution, shall satisfy the Tenant's obligations to pay Rent. In the case of pre-authorized payment, the Tenant constitutes the Landlord as the Tenant's lawful attorney for the purpose of advising such financial institution of any changes in the amount of money payable pursuant the pre-authorized payment plan without any further authorization from the Tenant.

8. Prepaid Rent

The Tenant agrees to deposit with the Landlord an amount equal to the Rent as prepaid rent to be applied towards the Rent for the last month of the tenancy created by this Tenancy Agreement. On or before the effective date of any rent increase, the Tenant shall increase the deposit so that the deposit at all times is equal to the Rent as increased from time to time. The Landlord agrees to pay interest annually on such deposit at the rate required by the Act or any successor Act. At the option of the Landlord, interest may be applied first to any outstanding rent or charges and the balance, if any, paid directly to the Tenant or applied first to increase the deposit, with the balance of the annual interest, if any, credited or paid to the Tenant.

9. NSF Cheque Charge

The Tenant shall pay to the Landlord, in addition to the Rent, a service and administration charge in the amount of twenty dollars ($20.00) for each and every cheque which the Tenant's bank or financial institution refuses to honour, together with the Landlord's actual amount from time to time charged to it by its financial institution, and such charges may be collected as Rent.

10. Tenant's Covenants

The Tenant covenants:

(a) not to use or permit the Rented Premises to be used for any income generating activities;

(b) not to exercise or carry on, or permit to be exercised or carried on in or on the Premises, the Rented Premises or any part thereof, any trade, business, occupation, calling or illegal act;

(c) not to do anything or omit to do anything in the Rented Premises or its environs which impairs the safety or other *bona fide* and lawful right, privilege or interest of any other Tenant, nor permit any person allowed in the Rented Premises by the Tenant to do anything or omit to do anything; and

(d) not to permit such number of persons to occupy the Rented Premises on a continuing basis where such number is in contravention of any health or safety standards, including any housing standard required by law, or where such number exceeds twice the number of bedrooms in the Rented Premises.

11. Assignment and Sublet

(1) An assignment occurs where the Tenant assigns the balance of the term of this Tenancy Agreement to a potential assignee. A sublease of the Rented Premises occurs where the Tenant sublets a portion of the balance of the Term of the Tenancy Agreement, or any renewals thereof, to a subtenant for a subtenancy term that ends before the expiry of the Term of this Tenancy Agreement, or any renewals thereof. If the Tenancy Agreement has been extended as a monthly tenancy, then the term of any subtenancy shall not extend beyond the day that is one day prior to the last day of the month in which the sublet takes effect.

(2) The Tenant agrees not to assign or sublet the Rented Premises without first requesting in writing the Landlord's permission to assign or sublet the Rented Premises to the proposed assignor or subtenant and receiving the Landlord's permission, in writing, to do so, which request shall not be arbitrarily or unreasonably refused. It is agreed and understood by the Tenant that a request to assign or sublet the Rented Premises to a proposed assignee or subtenant is not made until the Tenant and the proposed assignee or subtenant have provided to the Landlord, in writing, delivered in person or by mail to the Landlord at the address shown on page one of this Tenancy Agreement, all of the information requested by the Landlord, an executed written Assignment or Sublease Agreement on the Landlord's standard form that is conditional on the acceptance of the Landlord and which, in the case of a sublease, specifies a termination date that is prior to the end of the Term of this Tenancy Agreement, or any renewals hereof, or that is prior to the last day of the month in which the sublet is proposed to take effect in the case of the sublet of a monthly tenancy, and the Tenant has paid the Landlord's non-refundable administration and processing fee for expenses incurred in processing the Tenant's request. Payment of the assignment or sublet fee does not constitute acceptance of the proposed assignee or subtenant. A subtenancy, if accepted, shall not be amended without the Landlord's written consent, which consent the Landlord may arbitrarily withhold. The Landlord shall communicate acceptance of the proposed assignment or sublet in writing to the Tenant. In the absence of such written acceptance, it is understood and agreed by the Landlord and the Tenant that the proposed assignee or subtenant has been refused as unsuitable or as having failed to provide sufficient information to allow the application for assignment or sublet to be processed.

(3) Consent by the Landlord to an assignment or a sublet of the Rented Premises is not a waiver of the Landlord's rights or remedies against the Tenant for any arrears of Rent or damages incurred by the Landlord, whether caused by the wilful or negligent conduct of the Tenant or any Permitted Occupant, assignee, subtenant or any person allowed by any of them on or in the Rented Premises. The Tenant shall be responsible for assigning or subletting the Rented Premises, and the Landlord's consent to permit the Tenant to assign or sublet the Rented Premises does not relieve the Tenant of this responsibility. The rent paid by the subtenant to the Tenant shall not exceed the Rent payable by the Tenant to the Landlord. The Tenant acknowledges that all subtenants must be approved as suitable.

(4) In the event of an assignment or sublet of the Rented Premises, the Tenant shall continue to be bound by all the provisions of this Tenancy Agreement, including the obligation to pay Rent, throughout the term of this Tenancy Agreement and any subsequent renewals thereof, until this tenancy is terminated. Upon termination of this tenancy, the assignee or subtenant must vacate the Rented Premises. The Tenant acknowledges that, if consent to assign or sublet the Rented Premises to a proposed assignee or subtenant is given, then any application or other notice

required to be given by the Landlord to the Tenant under the Act or any successor Act, is properly given by delivery to the Tenant at the address of the Rented Premises and, without limitation, in the case of an assignment, the Tenant does not require the Landlord to give the Tenant a copy of any application or notice under such legislation. In the case of a subtenancy approved by the Landlord, Rent paid to the Landlord during the term of such subtenancy is deemed to be Rent paid on behalf of the Tenant.

12. Care of Rented Premises and Premises

(1) The Tenant agrees to keep the Rented Premises in a good state of repair and fit for habitation. The Tenant agrees to keep the Rented Premises clean. The Tenant further agrees to dispose of garbage and recyclables appropriately using the waste disposal and recycling containers provided. The Tenant shall pay for any damage to the Rented Premises, the appliances and facilities, where such damage is caused by the wilful or negligent conduct of the Tenant, any of the Permitted Occupants, or any person permitted into the Rented Premises by the Tenant or a Permitted Occupant. The Tenant shall not make or permit to be made any alteration to or decoration of the Rented Premises without the prior written consent of the Landlord. The Tenant shall not insert, install or affix any hooks, nails, screws or other similar items into or on any surface of the Rented Premises. The Tenant agrees to restore the Rented Premises to the same condition as it was in at the beginning of this tenancy, at the Tenant's own expense, on the termination of this tenancy, whether such termination is initiated by the Landlord or the Tenant.

(2) The Tenant agrees to maintain the landscaping, and the residential structure and shall not be reimbursed for any repairs or other maintenance incurred by the tenant during the Term. The Landlord shall not be responsible to provide any other accommodation or reimbursement for any expenses incurred by the Tenant, should the residence become uninhabitable during the lease or any extension herein.

(3) The Tenant acknowledges that the Rented Premises will require maintenance and modernizing, from time to time, and that carrying out such work may cause some noise, disruption and inconvenience to the Tenant's use and occupancy of the Rented Premises. The Landlord and Tenant acknowledge and agree that the Rent agreed on in this Tenancy Agreement and subsequent renewals takes into account and reflects a reduction in the Rent that would otherwise have been agreed to in recognition of the age and condition of the Rented Premises and the potential disruption or inconvenience to the Tenant in effecting ongoing maintenance, repairs and capital improvement projects, whether of the Landlord's own initiative or as a result of federal, provincial or municipal requirements. The Tenant acknowledges and agrees that if such repairs interfere with the Tenant's quiet enjoyment of the Rented Premises, the Tenant shall not be entitled to any adjustment to the Rent.

(4) The Tenant shall give the Landlord prompt written notice of any accident or defects involving water pipes and fixtures, gas pipes and fixtures, heating apparatus, tub surrounds, wiring, electric lights or any other installation or part of the Rented Premises. The Tenant shall be liable for any damages caused by or related to the Tenant's failure to give such notice. The Tenant shall permit the Landlord, its superintendents, agents, contractors and employees to enter the Rented Premises from time to time and at all reasonable times for the purpose of inspecting any repairs performed by the Tenant. The Tenant further covenants to maintain, keep and leave the Premises in an ordinary state of cleanliness and to repair any damage caused to the Premises by his or her willful or negligent conduct or that of any person who is permitted on the Premises by the Tenant.

(5) The Tenant shall advise the Landlord of any repairs or maintenance required to be done by the Tenant by giving notice in writing. The provision of such notice constitutes and is deemed to be consent by the Tenant to allow the Landlord to enter at the time of entry without further written notice. It is agreed and understood by the Tenant that any request that is not made in writing shall not be the subject of any legal or quasi-legal proceeding involving the Landlord and the Tenant.

SCHEDULE "C" CONT'D

13. Right of Entry

(1) The Tenant acknowledges that the Landlord has the right to enter the Rented Premises at any time without written notice in the event of an emergency. The Tenant further acknowledges that the Landlord has the right to enter the Rented Premises to show the Rented Premises to prospective Tenants after notice of termination of this Tenancy Agreement has been given, or on entering into an agreement to terminate the tenancy.

(2) The Tenant acknowledges and agrees that the Landlord has the right to enter the Rented Premises on giving at least twenty-four (24) hours' written notice of entry for the purposes specified in the Act or any successor Act. Such written notice shall specify the day of entry and, to the extent possible, the approximate time of entry. The Tenant acknowledges and agrees that it is good and sufficient notice for the Landlord to specify a range of hours, such as between 8:00 a.m. and 8:00 p.m., in specifying the proposed time of entry.

(3) The Tenant agrees that the Landlord shall be entitled to enter the Rented Premises to conduct inspections, view the state of repair, take photographs and make such renovations, repairs, alterations, and changes of any kind whatsoever in and about the Rented Premises which, in the Landlord's sole discretion, are necessary or desirable (the "Changes"). The Tenant consents to such entry and to the Landlord making the Changes. Entry shall be conducted in accordance with the requirements of the Act or any successor Act. The Tenant shall permit the Landlord, its officers, agents, contractor, and employees to enter the Rented Premises from time to time between the hours of 8:00 a.m. and 8:00 p.m. to make the Changes. The Tenant acknowledges that such entry and the making of the Changes shall not constitute a breach of any express or implied covenant of quiet enjoyment or possession, or both.

14. Condition of Rented Premises

The Tenant agrees to maintain the Rented Premises in the same condition as existed at the beginning of the Term of this Tenancy Agreement, reasonable wear and tear excepted.

15. Rules and Regulations

The Tenant agrees to observe and cause the Permitted Occupants to observe and comply with any notice posted by the Landlord and with each of the rules and regulations attached as Schedule "A" and, on written notice by the Landlord, any amendments or additions thereto. If the Rented Premises is or becomes a unit within a registered condominium corporation subject to the *Condominium Act, 1998*, S.O. 1998, c. 19 or any successor Act, the Tenant agrees to be bound by the declaration, by-laws and rules of the Condominium Corporation and the said Act.

16. Automobiles

The Tenant is permitted to keep unlicensed or inoperable vehicles, farm tractor and equipment, any commercial vehicle, any recreational vehicle, trailer, boat or other object on the Premises.

SCHEDULE "C" CONT'D

17. Fire Insurance

The Tenant, Permitted Occupants and guests shall not do or permit anything to be done in or about the Rented Premises or Premises, or bring or keep anything therein which will in any way create a risk of fire or increase the rate of fire insurance on the Premises.

18. Responsibility: Pets

(1) The Tenant acknowledges and accepts full liability for any and all loss or damage that may be caused by bringing or allowing a pet to be brought into the Premises, and the Tenant shall indemnify and save the Landlord harmless from any claim arising against the Landlord as a result of the Tenant bringing a pet into the Premises or by the keeping of a pet by the Tenant.

(2) The Tenant accepts liability for any and all claims and actions for personal injury or damage, property or otherwise, arising from the keeping of a pet in or about the Premises by the Tenant, a Permitted Occupant, or by an invitee or guest of any of them.

19. Noise

The Tenant shall not cause or permit noise or interference of any kind which, in the opinion of the Landlord or its agents, may disturb anyone, including the neighbours. Upon request to discontinue any offensive activity that is brought to the Tenant's attention by the Landlord, its agents, or any other person, the Tenant shall immediately cease and desist from the conduct or activity giving rise to the noise or interference. The Tenant agrees to meet with the Landlord and to participate in a mediation meeting, if requested to do so by the Landlord, in an effort to resolve any complaint.

20. Moving

The Tenant shall be liable to the Landlord for any damage caused to the Rented Premises or the Premises arising from the moving of household furniture and effects.

21. Locks

(1) Each Tenant of adult age named in this Tenancy Agreement is entitled to an entrance key to the Rented Premises. Additional keys may be purchased by the Tenant for Permitted Occupants of adult age, or to replace keys that have been lost. In the event that the Tenant or any Permitted Occupant locks himself or herself out of the Rented Premises, the Landlord is not required to provide access to the Rented Premises, and the Tenant shall be responsible for all costs of re-entry including, but not limited to, locksmith charges, damages howsoever caused, and the Landlord's service charge if the Landlord agrees to unlock the Rented Premises.

(2) The Tenant consents to any change of locks, provided the Landlord gives one replacement key to each Tenant and each Permitted Occupant authorized to have a key. Neither the Tenant nor anyone permitted access to the Rented Premises by the Tenant or any Permitted Occupant shall change, alter or add any locking device to any door in the Rented Premises without the prior written consent of the Landlord. If the Landlord consents, the Tenant shall forthwith provide a key to the Landlord. The Tenant acknowledges and agrees that any breach of this provision of this Tenancy Agreement constitutes a serious impairment to the safety of the Landlord's other tenants and may be relied on by the Landlord as grounds for terminating this tenancy.

SCHEDULE "C" CONT'D

22. Removal of Landlord's Property

The Tenant agrees that drapes, blinds, carpeting, broadloom, appliances or other similar types of fixtures, if provided by the Landlord, shall not be removed or disconnected from the windows, walls, the floors or electric circuits of the Rented Premises without the Landlord's prior written consent.

23. Damage

The Tenant agrees not to cause or permit damage to the Rented Premises or the Premises either by the Tenant's willful or negligent act or omission, or by those of any person whom the Tenant permits on the Rented Premises or the Premises.

24. Electrical, Mechanical

In the event of a breakdown of the electrical or mechanical systems, the Landlord will not be liable for damages for personal discomfort or any other damages.

25. Property Taxes

The Landlord will pay all real property taxes for the Rented Premises as assessed against the Landlord, provided that if the Tenant directs that the assessment for school purposes be paid to a school system other than that which the Landlord has designated, the Tenant will pay any increase in costs resulting therefrom on demand.

26. Termination Notice

(1) If either the Tenant or the Landlord wishes to terminate the tenancy at the end of the Term of this Tenancy Agreement or any renewal thereof, then either party shall give written notice in accordance with the Act or any successor Act, using the approved form under the Act or any successor Act, not less than sixty (60) days prior to the expiration of the Term of this Tenancy Agreement, or any renewals thereof, to be effective on the last day of a month of the tenancy. The Tenant shall give any notice of termination to the Landlord by delivering such notice to the Landlord, or mailing such notice to the Landlord only at the office of the Landlord indicated in this Tenancy Agreement (or any amendments thereto).

(2) Following delivery by the Tenant of a notice of termination, the Tenant shall arrange an appointment with the Landlord for the completion of an outgoing inspection report, which appointment shall be attended by the Tenant. If the Tenant fails to arrange or attend on such appointment, then the Tenant is deemed to accept the Landlord's copy of such report as accurately reflecting the condition of the Rented Premises at the time of completing the report.

(3) The Tenant acknowledges and agrees that once notice of termination has been given by either party to the other, the Landlord may enter the Rented Premises to show the Rented Premises to prospective tenants in accordance with the Act or any successor Act. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rented Premises for this purpose.

27. Failure to Give Notice

If, prior to the expiry of the Term of this Tenancy Agreement, or any renewal or extension hereof, a new agreement has not been executed, or proper notice of termination has not been given by either party, then the Tenant shall continue as a monthly tenant under the same terms and conditions as in this Tenancy Agreement, subject to any proper notice of rent increase given by the Landlord, and provided that nothing herein shall prevent the parties from agreeing in writing to any other terms for such monthly tenancy. The parties acknowledge that the Rent or any component thereof may be increased on proper notice of increase being given by the Landlord.

SCHEDULE "C" CONT'D

28. Failure to Give Possession

Vacant possession means removing all persons and personal possessions from the Rented Premises and the Premises and returning all keys and access devices to the Landlord. In the event that the Tenant is required to deliver up vacant possession of the Rented Premises on or before a certain date (the "Termination Date") and the Landlord enters into a tenancy agreement with a third party to rent the Rented Premises for a term that begins after the Termination Date, and the Tenant fails to vacate the Rented Premises on or before the Termination Date, thereby causing the Landlord to be liable to such third party, then the Tenant shall, in addition to all other liability to the Landlord for such overholding, indemnify the Landlord for all damages

suffered thereby, including but not limited to all legal costs on a solicitor and client scale and for all damages incurred by the incoming tenant as a result of such overholding including, without limitation, hotel and food bills incurred by such incoming tenant.

29. Breach of Covenant

Should the Landlord be in breach of any covenant herein provided, the Tenant shall be required to give written notice of such breach within thirty (30) days of such breach coming to his or her attention and providing to the Landlord a reasonable period to remedy such breach. Provided further if such breach be remedied, there shall be no further liability for the breach, and provided further that if no such notice is given, the Tenant shall not have any remedy for the said alleged breach.

30. Tenant's Insurance

The Tenant shall carry appropriate and adequate insurance coverage for fire and property damage and for public liability, during the Term of this Tenancy Agreement and any renewals or extensions thereof, at the Tenant's own expense. Upon request by the Landlord, the Tenant shall provide proof to the Landlord that such insurance is in full force and effect. The Tenant expressly agrees to indemnify and save the Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and damage to property, or any of them, arising from any occurrence in or about the Rented Premises occasioned in whole or in part by any act or omission of the Tenant or anyone permitted to be in or about the Rented Premises or the Premises by the Tenant.

31. Abandoned Rented Premises

(1) Without limiting the meaning of abandonment, the Landlord and Tenant agree that the Rented Premises may be deemed to be abandoned where the Rented Premises is substantially barren of the Tenant's personal property and the Rent is unpaid after the date that it is due, notwithstanding that there may be a deposit on account of last month's rent.

(2) The Landlord and the Tenant agree that if the Rented Premises is abandoned, the Landlord may re-enter the Rented Premises and, in addition to any additional rights the Landlord may have, the Landlord may re-rent the Rented Premises. In that event, such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

(3) In the event of abandonment of the Rented Premises, the Tenant acknowledges that the Landlord will incur costs to store and dispose of the personal property of the Tenant and to re-rent the Rented Premises. The Tenant shall be liable to the Landlord for the Landlord's costs of storage, advertising, administration, commission, cleaning, legal fees on a solicitor and client scale, damages to the Rented Premises and arrears of Rent. Any proceeds of disposition of the personal property of the Tenant shall be applied in the order of the aforementioned list. The Landlord reserves the right to claim for any deficiency outstanding. It is agreed that recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this Tenancy Agreement by the Tenant.

SCHEDULE "C" CONT'D

32. Liability

The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

(a) any personal injury or death that may be suffered or sustained by the Tenant or any employee of the Tenant or any member of the Tenant's family, any agents or guests, or any other person who may be on the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area;

(b) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to any member of the Tenant's family or to any other person while such property is on the Rented Premises or on the Premises including, without limitation, the garage, if any, or any surface parking area;

(c) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;

(d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;

(e) any damage to or loss of any property left in or on the Rented Premises or the Premises including, without limitation, the garage, if any, or any surface parking area subsequent to the Tenant giving up possession of the Rented Premises whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or

(f) any damage to or loss of property incurred by the Tenant as a result of an "Act of God", including but not limited to the following: severe storm; lightning; flood; infestation of vermin; and insects.

33. Resolving Disputes

The Tenant agrees to abide by all of the covenants and provisions of this Tenancy Agreement. The parties acknowledge that the rights and obligations set out in this Tenancy Agreement may be enforced by application to a court or tribunal of competent jurisdiction. The parties further acknowledge and agree that, in the event of a dispute arising between them, they will consider resolving the dispute through a voluntary mediation process where appropriate and expeditious.

34. Insolvency

Where the Tenant has become insolvent and has filed a consumer proposal within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, or has become bankrupt, then the provisions of this clause of the Tenancy Agreement apply. The Tenant shall inform the Landlord of the Tenant's insolvency and/or bankruptcy forthwith. The Landlord shall rank as a preferred creditor in respect of any arrears of Rent pertaining to the three (3) months preceding the date of insolvency or bankruptcy, whichever applies. Upon the Tenant becoming bankrupt, the Term of this Tenancy Agreement is converted to a month-to-month tenancy, notwithstanding that there may have been an unexpired portion of the original Term. All other covenants and provisions of this Tenancy Agreement continue to apply. On the day following the date on which the Tenant files a consumer proposal or becomes bankrupt, whichever applies, the Tenant's obligation to pay Rent shall immediately commence for the balance of the month in which the Tenant files a consumer proposal or becomes bankrupt, as applicable, and thereafter Rent shall be payable in advance on the first day of each month. The Landlord shall rank as a preferred creditor in respect of accumulated arrears for use and occupation of the Rented Premises until sixty (60) days following the date that the Tenant gives vacant possession to the Landlord, or until the Premises are re-rented, whichever is earlier. Any arrears following the date of bankruptcy are to be calculated on the basis of a per diem of the Rent payable under this Tenancy Agreement.

SCHEDULE "C" CONT'D

35. Tenant's Warranty

The Tenant warrants the truth of all facts and statements provided by or on behalf of the Tenant in the Tenancy Application [*or* Offer to Lease] including, but not limited to, the Tenancy Application [*or* Offer to Lease] form and letters of reference provided to the Landlord. The Tenant acknowledges and agrees that any misstatement or omission in the Tenancy Application constitutes a material misrepresentation and this Tenancy Agreement may be rendered void at the option of the Landlord. The Tenant acknowledges that at the time of applying for tenancy of the Rented Premises the Tenant represented to the Landlord that the Tenant did not have any dog, cat, bird, reptile or other animal or pet of any kind and had no intention of acquiring any pets. The Tenant acknowledges and admits that in the event that a pet is kept in the Rented Premises after the beginning of the term of this Tenancy Agreement, then the information provided to the Landlord by the Tenant in the Tenancy Application was false and misleading.

36. Entire Agreement, no Waiver or Amendment

(1) The Tenant acknowledges that prior to signing this Tenancy Agreement the Tenant has read and understands this Tenancy Agreement, and consents to all of the covenants, terms, conditions and provisions of this Tenancy Agreement. This Tenancy Agreement and the Tenancy Application constitute the entire agreement between the Landlord and the Tenant with respect to the Rented Premises and supersede and take the place of any and all previous agreements and representations of any kind, written or verbal, that may have previously been made relating to the Rented Premises or the Premises, by the Landlord or any of its employees or agents.

(2) This Tenancy Agreement shall not be amended, modified or waived in whole or in part except by further written agreement attached to or endorsed on this Tenancy Agreement by the Landlord or the Landlord's authorized agent and the Tenant. It is specifically understood by the parties that the Landlord's janitors, superintendents and maintenance personnel are NOT authorized agents within the meaning of this clause.

Initials of Tenant(s) _____ _____

37. Severability

Any term, condition, covenant or provision of this Tenancy Agreement that is determined to be invalid or unenforceable shall be severed from this Tenancy Agreement and the remainder of this Tenancy Agreement, and any renewals hereof and the rules and regulations, as amended from time to time, shall remain in full force and effect.

38. Number, Gender, Effect of Headings

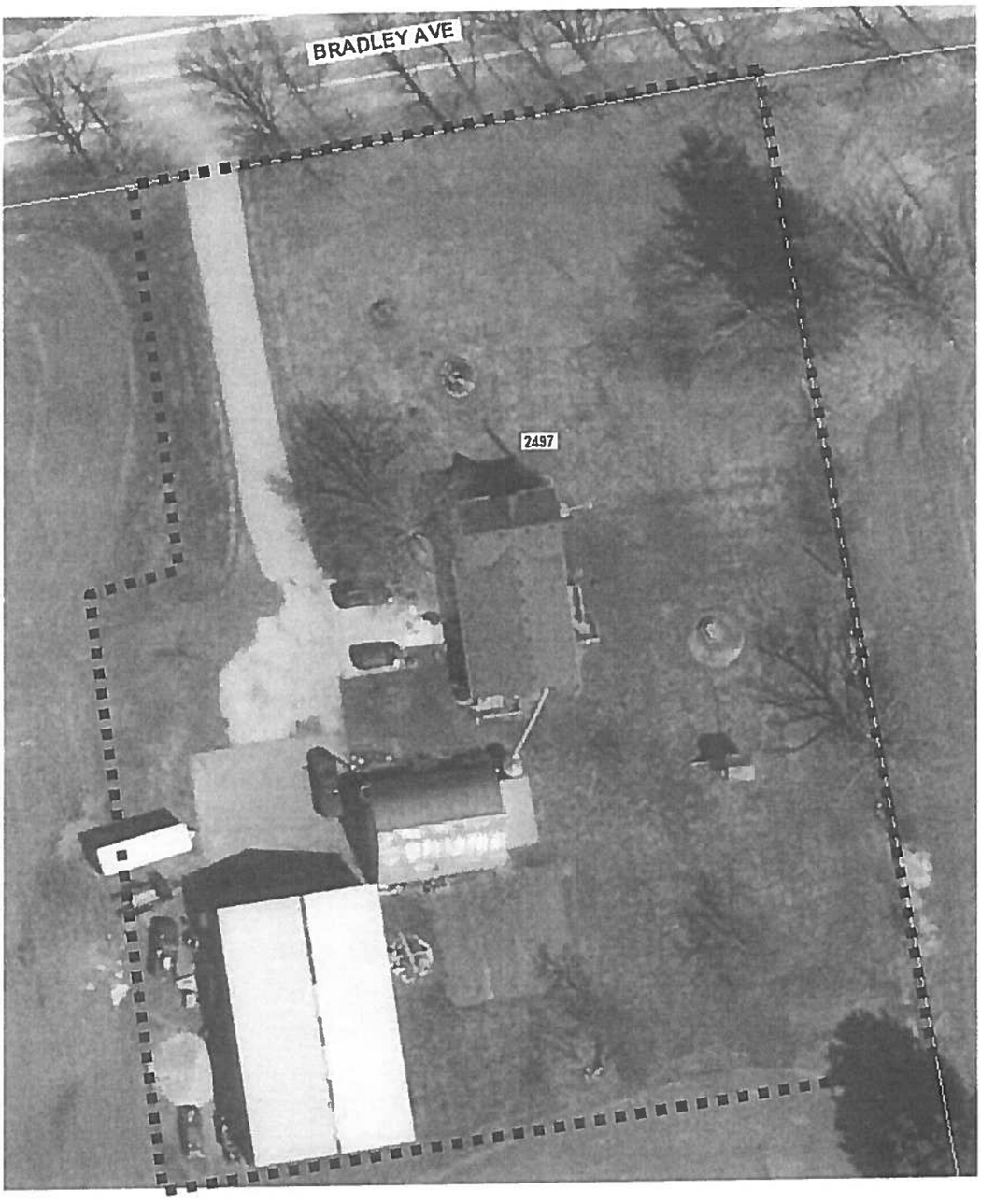
Words used in this Tenancy Agreement in the singular number include the plural and *vice versa*, words importing the neuter, masculine or feminine gender include the other genders and words importing persons include firms and corporations and *vice versa*. The titles of all the clauses hereof are inserted for convenience of reference only and shall not affect the construction or interpretation of this Tenancy Agreement.

39. Joint and Several Obligations

Everything contained in this Tenancy Agreement and the rules and regulations attached as Schedule "A" shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each of the parties to this Tenancy Agreement. All covenants, terms, conditions and provisions of this Tenancy Agreement shall be joint and several.

SCHEDULE "C" CONT'D

SCHEDULE "C1"



SCHEDULE "C" CONT'D

Schedule "C2"

Rules and Regulations

1. Water Fixtures

The toilets, sinks, tubs and other fixtures shall not be used for any purpose other than those for which they are constructed. No sweepings, garbage, rubbish, litter, rags, ashes, other substances or objects shall be thrown therein. The Tenant shall be liable for any damage and repair expenses resulting from misuse or from unusual or unreasonable use by the Tenant, any Permitted Occupant, or their guest or invitee of any water fixtures including, but not limited to, any toilet, tub or sink. The water shall not be left running unless in actual use in the Rented Premises.

2. Windows

The Tenant must observe strict care not to allow windows to remain open so as to admit rain, snow or cold. The Tenant is responsible to ensure that radiators in the Rented Premises are not frozen due either to windows being left open or to the radiator being turned off during freezing temperatures. The Tenant will be responsible to the Landlord for the cost of repairing or replacing any frozen radiator and pipes connected therewith and for any other damage to the Rented Premises arising from the failure of the Tenant, any permitted Occupant, or their guest or invitee to comply with this section.

3. Locks

The Tenant shall be responsible for keeping locks and trimming whole in or on the doors and windows of the Rented Premises; wherever any part thereof shall become lost or broken, the same shall be immediately replaced or repaired under the direction and to the satisfaction of the Landlord at the expense of the Tenant. No additional locking devices shall be placed on any door without the prior written consent of the Landlord, which consent may be arbitrarily withheld. If consent is given, it may be made conditional on the receipt of a copy of the key.

4. Garbage

The Tenant shall dispose of all garbage in accordance with these rules. The Tenant must observe strict habits of cleanliness at all times. The Tenant shall cooperate fully with all municipal and provincial health and recycling requirements. All garbage shall be tightly wrapped in plastic or disposable garbage bags, and tied. Garbage shall be sorted, if required by the Landlord. Garbage shall not be stored or placed by the Tenant outside the Rented Premises except inside a container designated for that purpose by the Landlord from time to time. The Tenant shall not place, leave or permit to be placed or left in or on the Premises, any debris or garbage.

5. Moving of Furniture

No goods, chattels, fixtures or other items that might overload the floors of the Rented Premises shall be brought into the Rented Premises, nor shall such items be moved on, in or over the premises so as to damage same. The Tenant will be held responsible for any damage caused by movements of items in, out or about the Rented Premises.

6. Electrical and Other Installations

(1) No telegraphic, computer, cable, telephone or other connections shall be made without the prior written consent of the Landlord except to facilities provided by the Landlord within the Rented Premises. No electric wiring shall be installed and no electric fixtures or satellite dish may be installed by the Tenant without the prior written consent of the Landlord unless provision therefor has been made by the Landlord.

(2) Awnings, shades, flower boxes, antennae, aerials, carpets or other items or projections shall not be installed or placed outside of the Rented Premises without the prior written consent of the Landlord. No partitions, fences or enclosures of any kind may be erected without the prior written consent of the Landlord.

SCHEDULE "C" CONT'D

7. Cooking

No cooking shall be done in or about the Rented Premises except in the kitchen areas provided.

8. Daycare

The providing of daycare for children or babysitting on a regular basis is deemed by the Landlord to be a business and is prohibited under the terms of this Tenancy Agreement.

9. Smoke Detectors

The Tenant shall not tamper with, adjust or in any way alter the smoke detector(s) supplied by the Landlord in the Rented Premises including, but not limited to, removal of batteries by the Tenant or disconnecting of electrical wires by the Tenant. The Tenant shall notify the Landlord in writing immediately of any malfunction of any smoke detector and the Landlord shall service same, subject to the following:

(a) the Landlord shall provide batteries for each smoke detector at the time the Tenant first occupies the Rented Premises pursuant to this Tenancy Agreement, and thereafter the Tenant shall replace the batteries as needed; and

(b) the Landlord shall not be responsible for servicing the smoke detector if a malfunction is due to the Tenant tampering with, altering or adjusting the Tenant's smoke detector, and if a malfunction is so caused then the Tenant shall reimburse the Landlord for any expenses incurred by the Landlord to replace or service the smoke detector or related equipment.

10. Bulbs, Fuses

The supply and replacement of electric light bulbs and fuses within the Rented Premises is the responsibility of the Tenant. The Tenant shall use proper light bulbs and fuses and, without limiting the foregoing, shall not increase the amperage of any fuse in the fuse box over the maximum amperage noted in the box.

11. Keys

The Tenant shall deliver to the Landlord all keys for the Rented Premises on termination of the tenancy.

12. Pests and Vermin

The Tenant shall keep the Rented Premises free from pests and vermin and, in so doing, shall notify the Landlord in writing of any requirement to treat the Rented Premises for any infestation of pests or vermin. Such request in writing shall constitute permission for the Landlord, its authorized agent and contractor to enter the Rented Premises for the purpose of treating the Premises for pest control purposes, and the Tenant shall make all necessary preparations to the Rented Premises to allow the treatment to proceed on the date and time available to the Landlord for this purpose.

13. Noxious, etc., Substances

The Tenant shall not bring or permit any contaminants or noxious, dangerous, flammable or toxic substances to be brought into or on the Rented Premises or the Premises. The Tenant shall be liable to indemnify and save harmless the Landlord for any damages howsoever caused and any other liability which may accrue at law to the Landlord as a consequence of the Tenant's breach of this Rule.

14. Appliances

The Tenant agrees to maintain all appliances and electrical fixtures within the Rented Premises in good condition and repair, and to return the same to the Landlord in good condition and repair at the end of the Term or any extensions or renewals thereof. Ice shall not be scraped from any surface of the refrigerator, and electric defrosters shall not be used in any refrigerator. The Tenant shall pay for any damage to any such appliance or electrical fixture.

SCHEDULE "D"

FARM LAND LEASE

Between: JOHN HENRY ESLER AND JO-ANN MARIE ESLER

(the "Tenant")

and

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

In consideration of the rent, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the City leases to the Tenant and the Tenant leases from the City approximately 67 acres of land as shown in the attached Schedule "D1" (the "Lands") subject to the terms and conditions set out in this Lease Agreement:

THE TENANT COVENANTS AND AGREES AS FOLLOWS:

INITIALED FOR IDENTIFICATION HE JE

INITIALED FOR IDENTIFICATION HE JE

1. The term of this Lease Agreement shall be from January 1st 2020 HE JE May 1, ~~2019~~ until December 31, 2023.

2. Rent in the sum of Ten Thousand Fifty Dollars CDN ($10,050) per year payable to the City Treasurer which shall be $150.00 per workable acre.

3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers, in order to keep the soil in good productive condition.

4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.

5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.

6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.

7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.

8. To construct no buildings or structures on the Lands.

9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.

10. i) obtain and maintain Farmers Comprehensive Liability Insurance in an amount not less than Two Million Dollars ($2,000,000.) and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement.

    ii) carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million ($2,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.

    iii) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Lease Agreement as the City may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Lease Agreement.

11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.

SCHEDULE "D" CONT'D

12. To allow the City the right to enter upon the Lands to carry out any geotechnical, soil, environmental or archeological testing or survey of the property and, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the land. The city will be responsible for any damage to the crops that shall occur by the city, their contractors or consultants use of the land. If any damage to the crop occurs the determination of any crop loss due to the actions of the City shall be compensated by the City. The amount of compensation shall be determined by an independent party such as the "crop insurance adjuster" using the average yield per acre as per the contract price. So long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.

13. The City may terminate this Lease Agreement upon One Hundred Fifty days (150) written notice should the Lands be sold to a third party or required for municipal purposes. In the event the City terminates this Lease prior to the end of the Term (or any renewal), the City shall pay the Tenant the value of any crops then growing on the Lands. The amount of any crop loss compensation shall be determined by an independent party such as a Crop Insurance Adjustor using average yield per acre at the contract price for that crop.

14. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis

15. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

16. All notices which may be necessary or proper for either party to serve upon the other, shall be effectively served if sent postage prepaid to the following addresses:

City's Address:
Manager of Realty Services
300 Dufferin Avenue
London, Ontario
N6M 1E1

Tenant's Address:
Henry John ~~John Henry~~ Esler and Jo-Ann Marie Esler,
2497 Bradley Avenue,
London, Ontario
N6M 1E1

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

Witness Max Prince - Lawyer BBO

Henry John Esler
~~John Henry~~ Esler
Henry John

Apr 4/19
Date

Witness Max Prince - Lawyer BBO

Jo-Ann Marie Esler

April 4/19
Date

The Corporation of the City of London hereby accepts the above Lease Agreement and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No.A-1-11012 of the Council of the Corporation of the City of London consolidated the 1st day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

_____

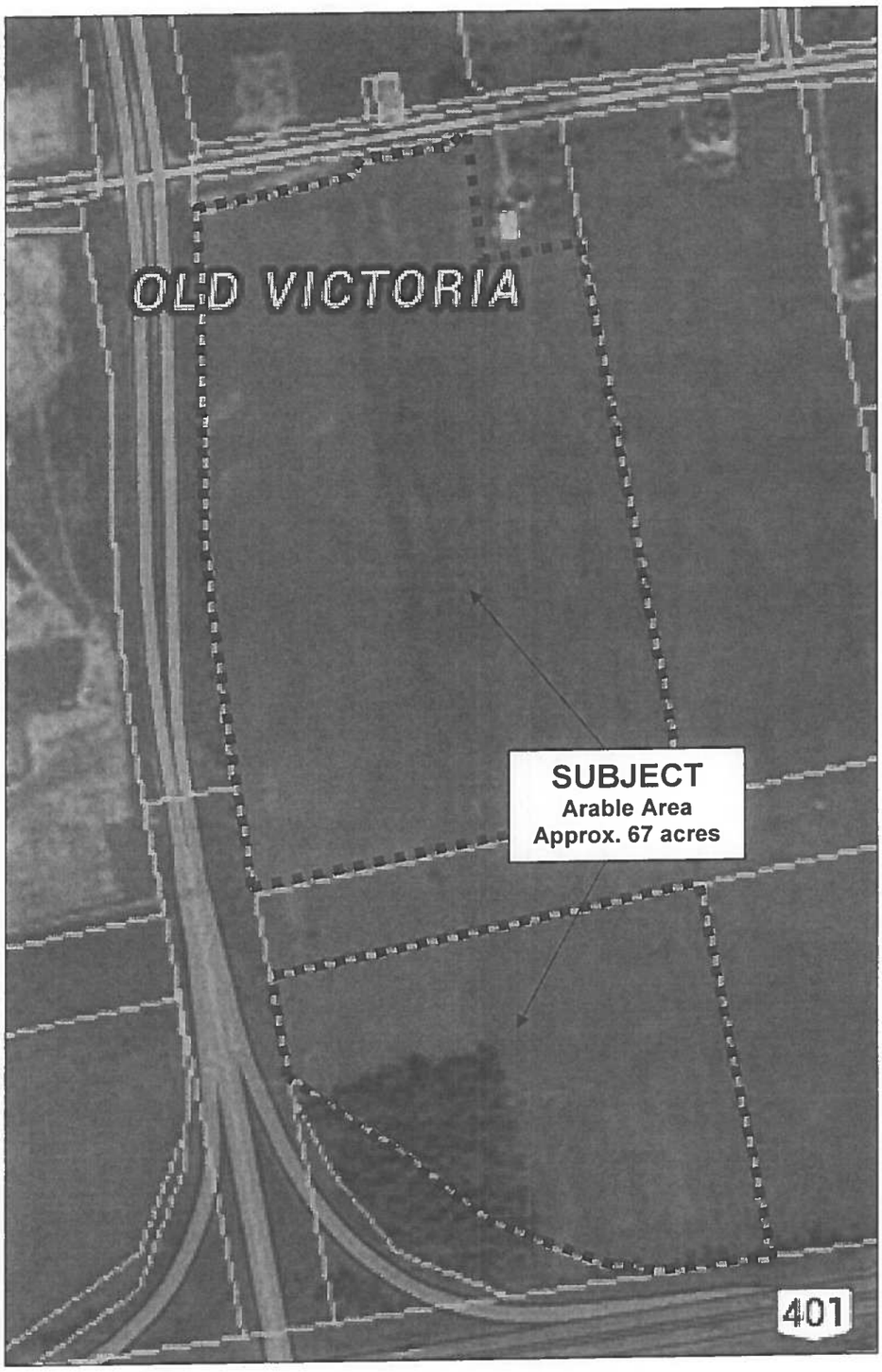
Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

SCHEDULE "D" CONT'D

SCHEDULE "D1"



SCHEDULE "E"

ADJACENT FARM LAND LEASE

Between: JOHN HENRY ESLER AND JO-ANN MARIE ESLER

(the "Tenant")

and

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

In consideration of the rent, covenants and agreements herein contained on the part of the Tenant to be paid, observed and performed, the City leases to the Tenant and the Tenant leases from the City approximately 43 acres of land as shown in the attached Schedule "E1" (the "Lands") subject to the terms and conditions set out in this Lease Agreement:

INITIALLED FOR IDENTIFICATION HE JE

THE TENANT COVENANTS AND AGREES AS FOLLOWS:

1. The term of this Lease Agreement shall be from May 1, 2019 until December 31, 2023.

2. Rent in the sum of Six Thousand Four Hundred and Fifty Dollars CDN ($6,450) per year payable to the City Treasurer. which shall be $150 per workable acre.

3. To use the Lands for agricultural purposes only and not to carry out or permit to be carried out upon the Lands any business that may be deemed a nuisance to or disturbance of the occupiers or owners of the adjoining lands and to carry on the operation of the business using proper farming methods including adequate application of fertilizers, in order to keep the soil in good productive condition which shall be $150.00 per workable acre.

INITIALLED FOR IDENTIFICATION HE JE

4. Not to assign this Lease Agreement without written consent, which consent may not be unreasonably withheld.

5. To comply with all applicable laws, by-laws, and regulations of every federal, provincial or municipal department or organization.

6. To remove, before they go to seed, all weeds upon the Lands during the term of this Lease Agreement.

7. To keep the Lands neat and tidy, and to remove all ashes and rubbish.

8. To construct no buildings or structures on the Lands.

9. To indemnify and hold the City harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Tenant, or other persons for whom the Tenant is responsible.

10. i) obtain and maintain Farmers Comprehensive Liability Insurance in an amount not less than Two Million Dollars ($2,000,000.) and shall include the City as an additional insured with respect to the Tenant's operations and obligations under this Lease Agreement.

    ii) carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than Two Million ($2,000,000.) dollars and shall remain in force for twelve (12) months following completion of work.

    iii) The above-mentioned insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry. The Tenant will provide that evidence of such insurance shall be delivered to the City at inception of this Lease Agreement and thereafter promptly on the insurance renewal date. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to this Lease Agreement as the City may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Lease Agreement.

11. To take good care of the Lands, to ensure that the farming of the Lands and maintaining of improvements thereon is performed in a careful and prudent manner, and to ensure that the condition in which the Tenant found it, notwithstanding ordinary wear and tear or unavoidable casualties which are not the fault of the Tenant.

SCHEDULE "E" CONT'D

12. To allow the City the right to enter upon the Lands to carry out any geotechnical, soil, environmental or archeological testing or survey of the property and, to make improvements thereon, and for any and all lawful purposes arising from the ownership of the land. The city will be responsible for any damage to the crops that shall occur by the city, their contractors or consultants use of the land. If any damage to the crop occurs the determination of any crop loss due to the actions of the City shall be compensated by the City. The amount of compensation shall be determined by an independent party such as the "crop insurance adjuster" using the average yield per acre as per the contract price. So long as it does not interfere with the rights of the Tenant as provided in this Lease Agreement.

13. The City may terminate this Lease Agreement upon One Hundred Fifty days (150) written notice should the Lands be sold to a third party or required for municipal purposes. In the event the City terminates this Lease prior to the end of the Term (or any renewal), the City shall pay the Tenant the value of any crops then growing on the Lands. The amount of any crop loss compensation shall be determined by an independent party such as a Crop Insurance Adjustor using average yield per acre at the contract price for that crop.

14. Should any crop be lost through cancellation of this Lease Agreement pursuant to Clause 13, if all of the Lands are required by the City then all rent paid will be refunded. Should only part of the Lands be required by the City, then as compensation for any crop lost on the affected part, rent paid will be refunded on a prorated basis, with the percentage of rent paid to be refunded based on and equal to the percentage of land required by the City. Any rent owing for the period subsequent to the termination until the end of the Lease Agreement will be paid for the remaining parcel on a prorated basis

15. In the event that the Tenant fails to comply with any term of this Lease Agreement, the City may terminate the privilege and contract herein granted at any time by giving notice in writing to the Tenant specifying the nature of the default and upon expiration of thirty (30) days following delivery of such notice, the default has not been cured, this Lease Agreement shall at the option of the City cease and be at an end. Any waiver by the City of any breach by the Tenant of any provisions of this Lease Agreement shall be without prejudice to the exercise by the City of all or any of its rights or remedies in respect of any continuance or repetition of such breach.

16. All notices which may be necessary or proper for either party to serve upon the other, shall be effectively served if sent postage prepaid to the following addresses:

City's Address:
Manager of Realty Services
300 Dufferin Avenue
London, Ontario
N6M 1E1

Tenant's Address:
~~John Henry~~ Henry John Esler and Jo-Ann Marie Esler,
2497 Bradley Avenue,
London, Ontario
N6M 1E1

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

Witness — ~~John Henry~~ Henry John Esler — Date: Apr 4/19

Witness — Jo-Ann Marie Esler — Date: April 4/19

The Corporation of the City of London hereby accepts the above Lease Agreement and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No.A-1-11012 of the Council of the Corporation of the City of London consolidated the 1st day of May, 2012.

THE CORPORATION OF THE CITY OF LONDON

_____

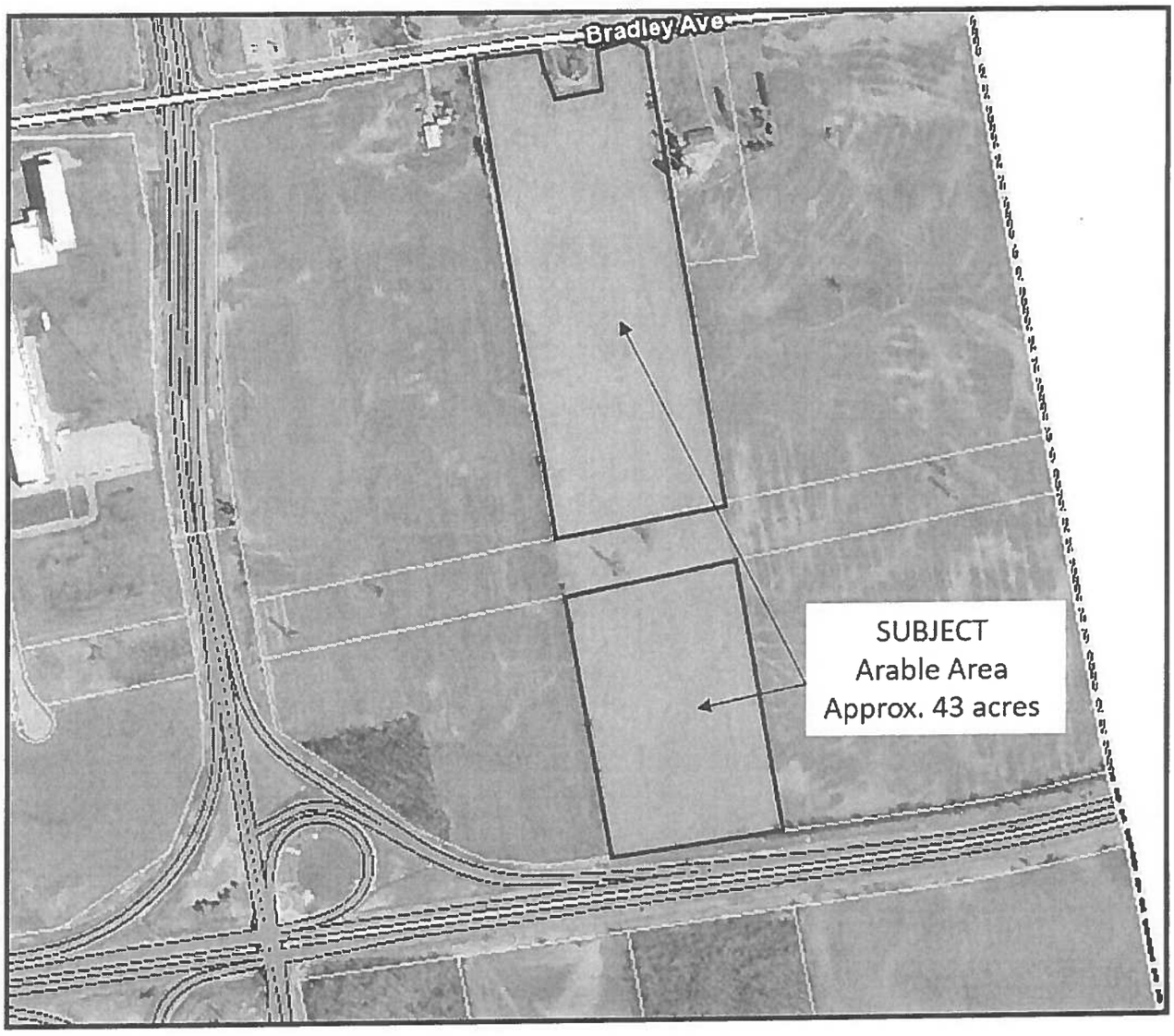
Ed Holder, Mayor

_____

Catharine Saunders, City Clerk

SCHEDULE "E" CONT'D

SCHEDULE "E1"



SCHEDULE "F"

LIST OF VENDOR'S CHATTELS EXCLUDED FROM LAND SALE:

Personal Assets to be Recovered and Removed
By Henry and JoAnne Esler

The Eslers (Henry and JoAnne Esler) shall be allowed to remove the following personal assets from the property upon the Closing Date or their respective relocation date

1. Electronic Vehicle Lift (electronic Lift) currently located within the shop and all accessories and controls to the Lift;

2. Above ground pool and all attachments and accessories to pool, including deck and all pool equipment;

3. Wood Cupboards in kitchen and/or off side sitting area – made of light oak (to be designated by JoAnne Esler);

4. Pool heater (model by Haywood);

5. Corn Stove – black in colour and all supporting structure (piping) and accessories;

6. Outside Corn Bins – structure near barn and all supports and bracing;

7. Fridge (Samsung model)

Such other items as my be personal to Henry and Jo-Anne Esler and may not be attached nor affixed to the land or residential/barn structure

INITIALLED FOR IDENTIFICATION
HE JE

APPENDIX "A"
CONFIDENTIAL

#19057

Chair and Members
Corporate Services Committee

April 16, 2019
(Offer to Purchase)

RE: Property Acquisition - Industrial Land Purchase Strategy
(Subledger LD180044)
Capital Project ID1145 - Future Industrial Land Acquisition
2497 Bradley Avenue

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

ESTIMATED EXPENDITURES		**Approved Budget**	**Additional Funding**	**Revised Budget**	**Committed To Date**	**This Submission**	
Land Acquisition		30,990,951	4,287,219	35,278,170	30,803,914	4,474,643	
Other City Related		111	10,000	10,111	9,724		
NET ESTIMATED EXPENDITURES		**$30,991,062**	**$4,297,219**	**$35,288,281**	**$30,813,638**	**$4,474,643**	1)
SOURCE OF FINANCING							
Capital Levy		$1,100,000		$1,100,000	$1,100,000		
Debenture By-law No. W. 1716(e)-270		10,200,000		10,200,000	10,200,000		
Drawdown from Industrial Land Reserve Fund	2)	4,491,062	4,297,219	8,788,281	4,491,062	4,474,643	
Debenture By-law No. W. 1716(e)-270 (Serviced through Industrial Land Reserve Fund)		15,200,000		15,200,000	15,022,576		
TOTAL FINANCING		**$30,991,062**	**$4,297,219**	**$35,288,281**	**$30,813,638**	**$4,474,643**	

1) Financial Note:

Purchase Cost	$4,241,050
Add: Land Transfer Tax	92,000
Add: Legal Fees	15,000
Add: Due Diligence Costs	51,950
Add: HST @13%	551,337
Less: HST Rebate	(476,694)
Total Purchase Cost	$4,474,643

2) The funding requirement of $4,297,219 for this purchase is available as a drawdown from the Industrial Land Reserve Fund. The uncommitted balance in this reserve fund will be approximately $4.1M with approval of this project.

ms

Kyle Murray
Director, Financial Planning and Business Support

Bill No. 152
2019

By-law No. A.-_____-___

A by-law to confirm the proceedings of the Council Meeting held on the 23rd day of April, 2019.

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 Local Planning Appeal 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.

PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Bill No. 153
2019

By-law No. A.-____-___

A by-law to authorize and approve an Agreement between The University of Western Ontario, and The Corporation of the City of London and to authorize the Mayor and the 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 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 it is deemed appropriate for The Corporation of the City of London (the "City") to enter into an Agreement with the University of Western Ontario to be a part of the Industrial Research Chair that has faculty members with research expertise in the area of thermochemical conversion of biomass and waste to bio-industrial resources; Western University wishes to further develop research expertise and train students in the area of thermochemical conversion of biomass and waste to bio-industrial resources and the City and other Sponsors are prepared to support the University in this endeavour, and in return will receive certain rights with respect to the results of such endeavour as set forth in the Industrial Research Chair Agreement and will be applied to the London Waste to Resources Innovation Centre program;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the 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 between The Corporation of the City of London and the University of Western Ontario, attached as Schedule A to this by-law, is hereby authorized and approved.

2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Schedule A

INDUSTRIAL RESEARCH CHAIR AGREEMENT

(hereinafter the "Agreement")

THIS AGREEMENT is made as of July 1, 2018 (the "Effective Date")

BETWEEN:

THE UNIVERSITY OF WESTERN ONTARIO

(hereafter the "University")

- and -

DOMTAR INC, CHAR TECHNOLOGIES, TRY RECYCLING INC., CANADIAN PLASTICS INDUSTRY ASSOCIATION, GRAIN FARMERS OF ONTARIO, ONTARIO GREENHOUSE VEGETABLE GROWERS, TITAN CLEAN ENERGY PROJECTS CORPORATION, ONTARIO FEDERATION OF AGRICULTURE, A&L BIOLOGICALS -and- THE CORPORATION OF THE CITY OF LONDON, ONTARIO

(The "Sponsors" or individually a "Sponsor")

WHEREAS:

A. The University has faculty members with research expertise in the area of thermochemical conversion of biomass and waste to bio-industrial resources.

B. The University wishes to further develop research expertise and train students in the area of thermochemical conversion of biomass and waste to bio-industrial resources.

C. The Sponsors are prepared to support the University in this endeavour, and in return will receive certain rights with respect to the results of such endeavour as set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the University and the Sponsors agree as follows:

ARTICLE I - DEFINITIONS

As used in this Agreement:

1.1 "Chair Program" means the thermochemical conversion of biomass and waste to bio-industrial resources and development activities conducted under this Agreement including administrative support thereof, which is to be partially funded by the Natural Sciences and Engineering Research Council ("NSERC") and other parties.

1.3 "Confidential Information" means all technical, scientific, business and marketing information of a party hereto or its affiliates which is disclosed to the other party hereto and which:

a) if in written or other tangible form, is marked by the disclosing party as confidential at the time of disclosure; or

b) if disclosed orally or visually, is identified by the disclosing party as confidential at the time of disclosure and is summarized in writing, marked as confidential and provided by the disclosing party to the receiving party within thirty (30) days of such oral or visual disclosure.

1.4 "Inventions" means all discoveries, creations, intellectual property (as such is broadly defined by the Canadian Intellectual Property Office), and improvements thereto made by any party/parties, in the performance of the Research Projects and which are capable of being protected by law.

1.5 "Incremental Faculty Position" means the person with expertise in the thermochemical conversion of biomass and waste to bio-industrial resources appointed or designated as such by the University who, in addition to being a Participant, may be assigned or delegated by the Chair

to direct certain research and development activities conducted by the University under this Agreement.

1.6 “Participant(s)” means the person(s) appointed or designated by the University from time to time to perform work on the Research Projects identified in Schedule A.

1.7 “Research Projects” means those Research Projects identified in Schedule A attached hereto, as may be amended from time to time.

1.8 “Research Results” means any and all findings and results made, developed or conceived in the performance of the Research Projects and includes, without limitation, all data and Inventions.

1 .9 “Chair” means, Dr. Franco Berruti, who is the person with expertise in the thermochemical conversion of biomass and waste to bio-industrial resources appointed or designated as such by the University, who shall direct the research and development activities conducted by the University under this Agreement.

ARTICLE 2- NATURE AND SCOPE OF CHAIR PROGRAM

2.1 **Name of Chair Program.** The Chair Program shall be named the “NSERC Industrial Research Chair in thermochemical conversion of biomass and waste to bio-industrial resources.”

2.2 **Objectives.** The objectives of the Chair Program are to develop new, practical solutions for the thermochemical transformation of biomass, organic residues, co-products and wastes, into value-added products and resources that will be successfully commercialized, generating environmental and economic benefits, jobs and wealth.

2.3 **The Chair.** The Chair shall be responsible for carrying out the objectives of the Chair Program, ensuring that the Research Projects form a significant part of the overall research and development activities under this Agreement.

2.4 **No Representations or Warranties.** The University agrees to carry out the Research Projects in accordance with appropriate scientific and professional standards. However, the University does not promise success in achieving any desired result, given the exploratory nature of the research and development activities contemplated hereunder. The University makes no representations or warranties, express or implied, as to any matter including, without limitation, the condition, quality or freedom from error of the results of any of the work undertaken under the Research Projects, or that such results will be merchantable or fit for any particular purpose, and all warranties, including warranty against infringement, and conditions, express or implied, statutory or otherwise, are hereby disclaimed.

2.5 **Effect of Chair Program on Other University Activities.** Nothing contained in this Agreement shall be deemed to prevent or restrict other research agreements and/or activities between the University and the Sponsors (or any individual Sponsor) or third parties with respect to any area of research and/or any other matters outside the Chair Program; provided that such other matters outside the Chair Program shall not use, involve, or refer to Sponsor Confidential Information, Sponsor Background Intellectual Property, or Sponsor Inventions and to allow Sponsor to review and object to the inclusion of any Sponsor Confidential Information

2.6 **Legally Binding.** The Sponsors and the University agree that this Agreement shall be legally binding.

ARTICLE 3- Members of CHAIR PROGRAM

3.1 Qualifications of members. The members in the Chair Program shall consist of:

(a) a full-time tenured or tenure-track academic staff member of the University with rank, namely Professor Franco Berruti, as the Chair; and

(b) such other positions as are determined necessary by the University from time to time, which may include persons appointed to any of the following position(s):

(i) tenured or tenure-track academic faculty members, including the Incremental Faculty Position, and

(ii) technicians; graduate students, post-doctoral associates and project manager.

3.2 **Rank of members within the University**. The Chair and the Incremental Faculty Position shall each have the rights, duties, and responsibilities (including teaching responsibilities, which will be reduced for the Chair) of a full-time professor at the University determined by the University in accordance with its policies and procedures and/or as described under any collective agreement between the University and the University’s faculty association or similar body, with a

compensation commensurate with such position, and shall have tenure (for the Chair) or tenure-track status (for the Incremental Faculty Position). Such duties and responsibilities include teaching activities assigned by the University from time to time.

ARTICLE 4- FUNDING

4.1 **Sponsors' Funding Commitment.** The Sponsors shall fund an amount of at least $ 1,150,000 Canadian Dollars during the period beginning on July 1, 2018 and ending on June 30, 2023, as detailed in the payment terms and budget attached here to as "Schedule B". Such funding will be utilized by the University in paying costs and expenses of the Chair Program (including the purchase of equipment). The Sponsors shall also honour all of their respective in-kind commitments detailed in the Proposal as further indicated in Schedule B, attached hereto.

4.2 **Total Limit of Sponsor's Commitment.** The total financial obligation of the Sponsors under this Agreement is set out in Schedule B as of the Effective Date of this Agreement. Should the Sponsors and the University wish to add Sponsor(s) in the future they will ensure that all necessary letters of support, appropriate NSERC forms, budget and project justification documentation and all applicable NSERC policies and procedures are followed. The Industrial Advisory Board will review requests for the addition of new Sponsor(s) and voice their support or concerns to the Chair who will then make recommendation to the University and to NSERC. Prior to remittance of annual payment, a partner may opt to discontinue as a Sponsor. The University, through the Chair, shall notify NSERC and provide all necessary documentation.

4.3 **Acknowledgement of Additional Committed Funding.** The Sponsors acknowledge that funds will also be provided to the University by NSERC for the purpose of paying costs and expenses of the Chair Program. Furthermore, the Sponsors each individually covenant to ensure that their respective in-kind commitments (such as but not necessarily limited to, the supply of feedstock, student internship sponsorship, meeting hosting, etc.), as applicable, anticipated in the Chair proposal will be honoured and reported upon (as required). The University will collaborate in good faith with the Sponsors on ensuring the in-kind commitments will be properly accounted for throughout the Chair Program.

ARTICLE 5- INDUSTRIAL ADVISORY BOARD

5.1 **Composition.** There shall be an industrial advisory board (the "Advisory Board") composed of one (1) representative from each of the Sponsors and the University, the Chair, and such other persons as may be designated from time to time by University in consultation with the Chair.

5.2 **Role.** The Advisory Board shall convene every six months at a mutually agreeable time in order to advise the Chair regarding the general objectives of the Chair Program, but shall not have any responsibilities or rights regarding the operation or affairs of the University or the Chair Program.

ARTICLE 6- REVIEWS OF CHAIR PROGRAM

6.1 **Annual Assessment.** The University and the Advisory Board shall jointly conduct an annual assessment of the Chair Program. The purpose of such assessment shall be to review the quality of the Research Projects as well as the nature of the activities with respect to the objectives set out above and herein. Furthermore, individual Sponsors shall receive quarterly summaries of the progress of all agreed upon Research Projects (as envisaged in Schedule "A" attached).

6.2 **NSERC Review.** The parties shall make commercially-reasonable efforts to participate in any of NSERC's program review/s of the Research Projects.

ARTICLE 7 - RESEARCH RESULTS

7.1 **General Reporting**. The University, in addition to the reporting requirements of Article 8, shall report Research Results and all Inventions to NSERC, in the form of written reports as part of the NSERC performance review process; provided, however, that a Sponsor or the University may delay any such report by up to a maximum of 60 days to allow for an owning Sponsor of any pertinent Invention under Article 8.2 to determine whether it will seek, and if elected to seek, statutory protection of the pertinent Invention. Such reporting shall be of a general nature and summarize the Inventions, Research Results and activities undertaken in the Research Projects.

7.2 **Further Detailed Reporting.** The University shall provide detailed reporting to the Sponsors through the Advisory Board as envisaged in Article 8 below. The Sponsors will ensure

that they each respectively make commercially-reasonable efforts to provide all reports requested of, or required by, NSERC, including financial reporting and research reporting, at NSERC's sole discretion, as such pertains to the Sponsors' activities.

ARTICLE 8 - INTELLECTUAL PROPERTY

8.1 **Ownership of Original Documents and Materials. For the purposes of Articles 8.1, 8.2, 8.3 and 8.4, the "Sponsor" shall be defined as "Sponsor and its affiliates" and "Sponsors" shall be defined as "Sponsors and their affiliates.** The University shall retain possession of, ownership of and copyright to all original documents and materials used and developed during the course of this Agreement, including but not limited to notes, reports and data, unless such notes, reports, and data include Sponsor Confidential Information.

8.2 **Ownership of Inventions.** All Inventions (including but not limited to all intellectual property rights therein) developed or generated during any individual Research Project under this Agreement shall be solely owned by the particular Sponsor who collaborated with the University during the pertinent Research Project. If any non-owning Sponsor expresses interest in commercializing any Invention that is owned by another Sponsor, then it will need to negotiate in good faith with the owning Sponsor toward a pertinent contract between themselves. The University will make no ownership claims to any Inventions (except as qualified in Article 8.4 below). Therefore, in recognition of the University foregoing its usual ownership rights, the owning Sponsor of any Inventions expressly agrees to pay to the University 2% of any and all Net Revenue, generated by the owning Sponsor (or any of its licensees, sublicenses or assignees) which is directly attributable to commercialization of the Invention, net of (a) discounts, in amounts customary in the trade, for quantity purchases, cash payments, wholesalers, and distributors; (b) amounts repaid or credited by reason of rejection or returns; (c) any freight or other transportation costs, insurance, duties, tariffs and sales and excise taxes based directly on sales or turnover or delivery of material produced under this Agreement; and (d) patent expenses incurred by the respective Sponsor in connection with such Invention(s). The University does not guarantee that any Inventions will be generated during the Research Projects. Commercialization, if any, of Inventions must be carried out with ***"Benefit to Canada"*** to the extent required by NSERC's policies. Other than the deduction permitted for Net Revenue, the University will not be responsible for any commercialization costs associated with any invention, including, but not necessarily limited to, patenting or other costs, but the owning Sponsor of a pertinent Invention will be responsible solely for said costs.

8.3 **Publication and Student Rights.** Notwithstanding any other condition of this Agreement, nothing herein shall be construed in such a manner as to interfere with the ability and right of a student to complete his/her academic program at the University or to graduate. Nothing will interfere with the ability of any student to defend his/her thesis. Students shall own the copyright in any paper of publication of their creation, along with the professors and/or co-authors, including postdoctoral fellows, who may have assisted. For greater certainty, no Sponsor shall own any copyright in any student papers. A student thesis defence cannot be prevented or delayed for any reason by the Sponsors. Nevertheless, a student publication or any other University publication, such as a Chair publication, may be delayed up to a maximum of 60 days to allow for an owning Sponsor of any pertinent Invention under Article 8.2 to determine whether it will seek, and if elected to seek, statutory protection of the pertinent Invention and to allow Sponsor to review and object to the inclusion of any Sponsor Confidential Information..

8.4 **Background IP.** No license or other right is implied or given under this Article 8 with respect to any intellectual property which is not a part of any Invention. For greater certainty, the Sponsors and the University acknowledge that the Chair Program might involve the use of existing, separate intellectual property of each party. An initial comprehensive description and declaration of pertinent background intellectual property ("Background Intellectual Property"), which for purposes of a definition means and includes the valid intellectual property and proprietary rights in the descriptions provided in Schedule "C" below, along with any other industrial, proprietary and intellectual property rights of a party to this Agreement that existed before, or was created outside, the Chair Program and is brought into the Chair Program for further research and development. *No party shall obtain any rights, except for the right of use merely for academic participation in the Chair Program, and the University's right to use such for academic participation in the Chair Program, in any other party's Background Intellectual Property, unless the interested parties negotiate a separate contract specifying commercial rights to same*. For purposes of the Chair Program and this Agreement, the parties do hereby each expressly agree that in the event any improvements to any Background Intellectual Property are made during the Chair Program, *those particular improvements, even if same rise to the level of an Invention, shall be jointly owned by the party who owns said Background Intellectual Property (the "Owning Party") and, if applicable, the other Party by or with whom the improvement is developed or conceived*. Notwithstanding Article 8.2 above, the University will own any

improvements that it solely makes to its Background Intellectual Property. In the event that any Sponsor is interested in commercializing said improvements and/or licensing the University's Background Intellectual Property, it will need to negotiate the pertinent contract, utilizing the University's standard agreement template, at said time, taking into account standard business terms. The University is not obliged to, and does not guarantee that it will ever be able to, finalize a contract with any Sponsor with respect to the University's Background Intellectual Property and/or any improvements to same.

ARTICLE 9- EQUIPMENT

9.1 **Ownership of Equipment.** The University could purchase equipment as it deems necessary for use under this Agreement, using funds from the Sponsors, NSERC or other third parties. The University shall own any equipment purchased by the University.

ARTICLE 10 - FACILITIES AND TECHNICAL COOPERATION

10.1 **Required Space or Facilities.** The University shall arrange for any space or facilities on premises owned by the University which it considers required for the purposes of carrying out research and development activities under this Agreement.

10.2 **Co-Operation by Sponsors**. The Sponsors shall in their sole discretion and at their own expense provide the Chair Program with technical assistance, consultation and use of their facilities, as applicable, for the purpose of conducting the Research Project activities under this Agreement.

ARTICLE 11 — CONFIDENTIALITY

11.1 Confidentiality and Non-Disclosure. The parties may disclose information that they consider confidential one to the other to facilitate work on the Research Projects. The receiving party shall exercise reasonable efforts to treat and keep confidential, and cause its officers and employees to treat and keep confidential, and not to disclose to any other party, or use for any purpose other than the Research Projects, any Confidential Information. Such reasonable efforts shall be no less than the efforts as each normally takes with its own proprietary information to prevent disclosure to third parties. Confidential Information will be disclosed within the receiving party only on a "need to know" basis.

11.2 **Designated Representatives.** The disclosing party shall disclose any Confidential Information to the Designated Representative of the receiving party. The Designated Representatives are as follows Shabnam Sanaei for DOMTAR INC., Rick Vandersluis for TRY, Joseph Hruska for CPIA, Nicole Mackellar for GFO, Justine Taylor for OGVG, Andrew White for Char, George Lazarovits for A&L, Jamie Bakos for Titan, Don McCabe for OFA, Jay Stanford for the City of London and the Designated Representative of the University shall be Franco Berruti. Any party may change its Designated Representative for this purpose by notice in writing to the other parties.

11.3 **Exclusions from Confidentiality.** The obligations regarding confidentiality shall not apply to information which:

(a) is already known to the receiving party as evidenced by written records; or

(b) is or becomes a matter of public knowledge without breach of this Agreement by the receiving party; or

(c) is received by the receiving party from a third party which had no duty of confidentiality with respect to such information; or

(d) is developed independently of and without reference to the information received from the disclosing party, as evidenced by written records kept in the ordinary course of the receiving party's business ; or

(e) is made subject to an order by judicial or administrative process requiring the receiving party to disclose any or all of the information, provided receiving party shall promptly notify the disclosing party allowing some reasonable time to oppose such process, before disclosure occurs; or

(f) is disclosed by the receiving party with the disclosing party's prior written approval, but solely to the extent of such written approval by the disclosing party.

11.4 **Duration of Confidentiality.** The obligations of confidentiality with respect to Confidential Information shall survive termination of this Agreement and shall terminate two (2) years from

the date of termination of this Agreement or completion of all Research Projects hereunder, whichever first occurs.

11.5 **Right to Publish and Graduate Not Affected.** By its nature and policies, the University requires that Research Results be published. Nothing, but for the provisions of Article 8 above, in this Agreement shall affect the right of the University and its students, staff, faculty, post docs and researchers to publish the Research Results during or after the term of this Agreement.

ARTICLE 12- PUBLICITY

12.1 **Public Statements and Media Releases.** Any party may make public statements, issue publicity or media releases or make other disclosures revealing the existence of this Agreement and the general relationship of the parties hereunder without the prior approval of the other party; provided, however, that no such public statement, release, or disclosure may name another party without such party's consent. All such communications shall acknowledge the support of the Research Projects by NSERC and the Sponsors and shall, where appropriate, state the name of the Chair Program. Notwithstanding, no party may issue any press releases regarding the Chair Program or this Agreement until NSERC approves such press release.

12.2 **Restriction on Use of University's Name.** Trademarks. The Sponsors shall not use the University's name or trademark or name of any member of University staff in any advertising or promotional material or publicity release relating to the Research Results or other activities undertaken hereunder or upon any products, materials or designs arising from this Agreement, without the prior written consent of the University.

12.3 **Restriction of Use of Sponsors' Names, Trademarks.** The University shall not use any of the Sponsors' names or trademarks in any advertising or promotional material or publicity release relating to the Research Results or other activities undertaken hereunder or upon any products, materials or designs arising from this Agreement, without the prior written consent of the affected party/ies.

ARTICLE 13 - TERM, EXTENSION OF TERM AND TERMINATION

13.1 **Term.** This Agreement is effective from the Effective Date, as defined above, and will terminate on June 30, 2023, unless extended under Section 13.2.

13.2 **Extension of Term.** The parties may by mutual agreement in writing, extend the term of this Agreement, upon such terms and conditions as they may mutually agree, subject to NSERC's approval, as applicable.

13.3 **Termination.** This Agreement may only be earlier terminated by mutual agreement of the parties.

13.4 **Rights Prior to Termination Survive.** Termination under any provision herein shall not affect the rights of the parties which have accrued prior to the date of termination.

ARTICLE 14- LIABILITY AND EXCUSABLE DELAYS

14.1 **Delays Beyond University's Reasonable Control.** No liability shall be incurred by the University for delay in progress of the Research Projects unless such delay arises from the gross negligence or willful misconduct of the University. Furthermore, under no circumstances whatsoever, will the University's liability to any Sponsor exceed the amount of cash received from that Sponsor under this Agreement in the calendar year in which any cause of action arises.

ARTICLE 15— GENERAL PROVISIONS

15.1 **Notices.** All notices, reports, invoices and other written communications which any party may desire to give to any other may be delivered or sent to the address/coordinates below. If to:

DOMTAR INC.:

Shabnam Sanaei
Domtar
395, boul. de Maisonneuve Ouest
Montreal, QC H3A 1L6
Email: Shabnam.sanaei@domtar.com

TRY RECYCLING:

Rick Vandersluis
TRY Recycling Inc.

11110 Longwoods Rd.
Delaware, ON N0L 1E0
Email: rick.vandersluis@tryrecycling.com

CPIA:

Joseph P. Hruska
Canadian Plastics Industry Association
5955 Airport Rd., Suite 125
Mississauga, ON L4V 1R9
Email: jhruska@plastics.ca

GFO:

Nicole Mackellar
Grain Farmers of Ontario
679 Southgate Drive
Guelph, ON N1G 4S2
Email: nmackellar@gfo.ca

OGVG:

Nathan Warkentin
Ontario Greenhouse Vegetable Growers
32 Seneca Rd.
Leamington, ON N8H 5H7
Email: n.warkentin@ontariogreenhouse.com

CHAR:

Andrew White
CHAR Technologies Ltd.
2425 Matheson Blvd E., Suite 816
Mississauga, ON L4W 5K4
Email: andrew.white@chartechnologies.com

A&L:

George Lazarovits
A&L Biologicals
Agroecology Research Service Ctr
2136 Jetstream Rd.
London, ON N5V 3P5
Email: lazarovitsg@alcanada.com

CITY OF LONDON:

Jay Stanford
City of London
300 Dufferin Ave.
P.O. Box 5035
London, ON N6A 4L9
Email: jstanfor@london.ca

TITAN CLEAN ENERGY PROJECTS CORPORATION:

Jamie Bakos
Titan Clean Energy Projects Corporation
P.O. Box 296, 501 Crossford Avenue
Craik, SK S0G 0V0
Email: jbakos@titan-projects.com

ONTARIO FEDERATION OF AGRICULTURE:

Neil Currie
Ontario Federation of Agriculture
Ontario AgriCentre
100 Stone Road West, Suite 206
Guelph, ON N1G 5L3
Email: neil.currie@ofa.on.ca

ONTARIO FEDERATION OF AGRICULTURE (for invoicing):

Jon Lazarus
Ontario Federation of Agriculture
Ontario AgriCentre
100 Stone Road West, Suite 206
Guelph, ON N1G 5L3 jon.lazarus@ofa.on.ca
Email: jon.lazarus@ofa.on.ca

If to the University:

Respecting industry liaison, project management, interpretation, amendment or termination of this Agreement:

Chantal Gloor
Institute for Chemicals and Fuels from Alternative Resources (ICFAR)
The University of Western Ontario
22312 Wonderland Rd. N.
Ilderton, Ontario N0M 2A0
E-mail: cmgloor@uwo.ca

Respecting scientific and technical (research) aspects of this Agreement:

Franco Berruti
Institute for Chemicals and Fuels from Alternative Resources (ICFAR)
The University of Western Ontario
22312 Wonderland Rd. N.
Ilderton, Ontario N0M 2A0
E-mail: fberruti@uwo.ca

Respecting financial reporting, invoicing and financial communications with NSERC:

Svetlana Berdnik
Financial Services
sberdnik@uwo.ca
Tel: 519-661-2111 ext 85458

In order for any notices, requests, directions, or other communications to be effective, they will be delivered in person, or sent by mail or e-mail addressed to the party for whom it is intended at the above-mentioned address/coordinates and will be deemed to have been received on the date of delivery. The address/coordinates of either party may be changed by notice in the manner set out in this provision.

15.2 **Enurement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 **Assignment.** No party shall assign this Agreement or any part thereof or any rights or obligations under this Agreement or with respect to the Research Results or Inventions without the prior written approval of the other party.

15.4 **Amendments.** No amendment, or variation of this Agreement shall be effective unless set forth in writing signed by a duly authorized representative of each party.

15.5 **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements, negotiations, representations and proposals, written and oral.

15.6 **Headings.** All headings in this Agreement are inserted solely for convenience, are not part of this Agreement and do not in any way limit or amplify the terms hereof. Any reference to “days in this Agreement means calendar days, unless otherwise specified.

15.7 **Schedules.** The Schedules, including the Proposal, as incorporated by reference, form part of this Agreement.

15.8 **Further Assurances.** Each of the parties shall sign such documentation and deliver such information as may be reasonably required by the other in order to confirm and give effect to the provisions set forth in this Agreement.

15.9 **Governing Law.** This Agreement shall be interpreted and governed by the laws of the Province of Ontario and the laws of Canada applicable in such Province. Any action taken relating to this Agreement shall be commenced in the courts of the Province of Ontario.

15.10 **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile, e-mail or other electronic means of by physical means.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

THE UNIVERSITY OF WESTERN ONTARIO

By: _____

Name: _____

Title: _____

DOMTAR INC.

By:

Name:

Title:

TRY RECYCLING

By:

Name:

Title:

GFO

By:

Name:

Title:

CPIA

By:

Name:

Title:

OGVG

By:

Name:

Title:

CHAR

By:

Name:

Title:

TITAN

By:

Name:

Title:

CITY OF LONDON

By:

Name:

Title:

A&L

By:

Name:

Title:

ONTARIO FEDERATION OF AGRICULTURE

By:

Name:

Title:

SCHEDULE "A"

- **Description of Research Projects**. The NSERC Industrial Research Chair Proposal itself, in its entirety, as applicable, is hereby incorporated into this Agreement by reference. Furthermore, one Research Project will be designed to address the interest of each Sponsor, developed by the Chair in consultation with the pertinent Sponsor. Resources allocated will be proportional to the Sponsor's contribution and leverage.

SCHEDULE "B"

Sponsors' Funding and In-kind Commitments

Payment terms:

The University will invoice the Sponsors for the annual amount listed below upon execution of this Agreement and annually thereafter on the anniversary of the Project start date (July 1, 2018). Invoices shall be sent to the accounts payable and/or Purchase Order contacts below. Payment will be due within 30 days of receipt of the University's invoice.

Funding Commitments:

SPONSOR	**ANNUAL CASH COMMITMENT ($, CDN)**	**TOTAL (5 YR) CASH COMMITMENT ($, CDN)**	**TOTAL (5 YR) IN-KIND COMMITMENT, CASH EQUIVALENT & OTHER** (as taken from proposal) **($, CDN)**
DOMTAR			
TRY			
CPIA			
GFO			
OGVG			
A&L			
London	$ 30,000	$ 150,000	$ 67,500
TITAN			
OFA			
CHAR			
	TOTAL FOR 5 YEARS:	$ 1,150,000	

Invoicing contacts per Sponsor: Refer to ARTICLE 15 – General Provision

SCHEDULE "C"

Background Intellectual Property

University:

A new and novel continuous horizontal pyrolysis pilot plant technology, able to process between 3 to 20 kg/h of biomass and other organic feedstocks, consisting of an air-locked hopper, a screw feeder, a horizontal reactor vessel, a biochar collection system and a condensation train.
The horizontal reactor vessel is heated by induction and equipped with specially designed mixing paddles driven by an electric motor with adjustable alternate rotating motion, able to mix the feedstock with a bed of reacting/reacted material (biochar) retained within the horizontal reactor body by a specially designed weir over which the reacted biochar will eventually overflow and fall into a biochar cooling chamber and air locked collection vessel after having travelled the entire length of the reactor. The vapors produced exit the reactor body immediately as they are generated through two parallel filter chambers covered with a fine metallic mesh, located horizontally in the freeboard above the reactor chamber. Such parallel filters are directly connected with two downstream condensers equipped with water sprays to achieve the first level of fractional condensation of a dry bio-oil phase. Such condensers are also equipped with a backflush system able to clear independently each filter with pulses of nitrogen. The primary condensation system is followed by a secondary one, consisting of condensers cooled with chilled water. The flowrate of non-condensable gaseous effluents is monitored, samples can be withdrawn, and the main gas effluent can be flared or used for heat recovery. The entire system is flushed with nitrogen. The feeding auger and all the seals are water cooled. Temperatures are measured in several locations and the system is equipped with a pressure release safety valve.
A Report of Invention has been filed.

DOMTAR CORP.: N/A

TRY RECYCLING: N/A

CPIA: N/A

GFO: N/A

OGVG: N/A

CHAR TECHNOLOGIES: N/A

A&L: N/A

City of London: N/A

TITAN: N/A

OFA: N/A

APPENDIX B

Activities and Accomplishments at the London Waste to Resources Innovation Centre

This Appendix contains details in three areas:

- Progress made in the five key Activity Areas of the London Waste to Resources Innovation Centre
- Overview of existing Memorandums of Understanding (MoUs)
- Overview of Direction of the Provincial Government (2016 to 2019)

Progress Made in the Five Key Activity Areas of the London Waste to Resources Innovation Centre

Area of Activity	#	Details
1. Research & Development Academic Research Projects and Presentations	Over 30	Students from the Faculties of: • Engineering • Science • Social Sciences • 2 PhD projects – food waste avoidance and landfill technology • 1 PostDoc – resource recovery/WCT/disposal • Maximizing Resource Recovery from Waste Through Biogas and RNG Production, a project partially funded by the Federation of Canadian Municipalities (FCM) Green Municipal Fund with support from the Canadian Biogas Association • Request for Information for Resource Recovery Technologies; 26 responses received (2018)
2. Training, Testing & Auditing Projects/initiatives completed or in progress	7+	• Two audits/assessments of packaging materials at the City's Material Recovery Facility (MRF) (2015) • Establishment of an internal network of 19 internationally recognized experts from Western's Faculties of Engineering, Science, Social Science, and the Schulich School of Medicine & Dentistry, coordinated by Dr. Berruti • Establishment of a Municipal Working Group for Mixed Waste Processing (7 Ontario municipalities) • Avoiding food waste, an emerging collaboration with Western University and input for the Middlesex London Food Policy Council (2016-2018)
3. Resource & Waste Management Knowledge Exchange Memorandums of Understanding approved	7	Further MoU details are provided after the table • Canadian Plastic Industry of Canada (CPIA) • Resource Energy Development of Canada (RediCan) • Try Recycling • Bio-TechFar Inc • Tucker Engineering through the Hawthorne Green Key Group • University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources) • Green Shields Energy (GSE)

Area of Activity	#	Details
Memorandums of Understanding in discussion	3	
Businesses and Associations expressing interest in the LWRIC	10+	Includes several local business, Ontario based businesses and 1 European company
4. Technology Demonstrations	5+	• Mixed waste processing at the Canada Fibres (Dongara) Advanced Waste Diversion Facility (August 2017) • Numerous site visits to see working resource recovery technologies
5. Outreach & Engagement	10+	• FCM Sustainable Communities Conference (February 2015) • Several internal presentations by ICFAR staff to other faculties at Western University (2015-2018) and at various conferences around the world • Several City of London presentations (e.g., Advisory Committee on the Environment) and Open Houses for 60% Waste Diversion and the Environmental Assessment to expand the W12A Landfill (2017-2018) • Converting Wastes to Resources Through Sustainable Engineering Workshop, Western University (April 2016) • Resource Recovery Partnership Workshop, University of Waterloo (June 2016 & 2017) • Ministry of the Environment & Climate Change and Ministry of Economic Development, October 2017 • Resource Recovery Partnership Workshop, University of Waterloo – International 2 Day event (June 2018) • Establishment of the Resource Recovery Partnership, a Canada-wide collaboration to promote and advance resource recovery and zero waste to landfill solutions (2018)
LWRIC Administration Funding opportunities being examined	7+	• Natural Sciences and Engineering Research Council (NSERC) Collaborative Research • Mitacs • Sustainable Development Technology Canada • Federation of Canadian Municipalities • Ontario Research Fund Research Excellence Program • Ontario Centres of Excellence • Industrial Contracts

Overview of Existing Memorandums of Understanding

The City has six Memorandums of Understanding (MoUs) approved by Council:

- Canadian Plastics Industry Association (CPIA) – a working relationship to carry out research and development projects supported by grants, contracts which generate knowledge, expertise and trained personnel with a focus on valorization of waste plastic resources residues. Share waste plastic resources management expertise (policy, technology, education, sustainability frameworks) with the City, with the industry partners and Western/ICFAR. Act as a window of access to plastic industry

expertise and networking opportunities for the City, government agencies, Western/ICFAR and potential industry partners to maximize synergies of expertise, infrastructure and resources. Also, to proactively engage in conversations with the City, industry partners, government(s) and Western/ICFAR to ensure continuous review and improvement of current initiatives and development of new projects. The expiry date of this MoU is March 31, 2020.

- Resource Energy Development of Canada (RediCan) – a working relationship to undertake testing and develop data/information on the viability of the Concord Blue Reformer® advanced thermal conversion technology to be delivered and constructed by Lockheed Martin Canada to manage various types of organic feedstocks, including biomass, bio-solids, solid waste materials, including mixed solid waste, commonly known as household garbage. This will be done through research at an off-site location housing a demonstration facility or by constructing and operating a pilot-scale facility containing an advanced thermal conversion system that is designed for demonstrating the effectiveness of the process for the conversion of various organic feedstocks and waste streams. It is currently proposed that a demonstration facility would process between 50 and 75 tonnes of material per day while generating the following products: a hydrogen-rich synthetic (syn) gas that can be used as a renewable natural gas (RNG) and/or blended with natural gas, or be used to produce a variety of other forms of renewable energy and bio-products. The expiry date of this MoU is March 31, 2021.

- Bio-TechFar Inc. – a working relationship to undertake testing and research; write and present reports; develop data/information including a feedstock inventory; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from biomass waste that would normally be sent to recycling and/or disposal facilities. Bio-Techfar have developed a proprietary pyrolysis technology, referred to as the BT-100/500, that has successfully converted a range of biomass materials into pyrolysis-oil and pyrolysis-char for both energy and non-energy applications. Bio-Techfar now wants to increase the technology throughput for biomass materials such as forestry residuals, agricultural residuals, yard waste and other industrial or municipal biomass materials/waste streams. The expiry date of this MoU is December 31, 2019.

- Tucker Engineering (via the former Hawthorne Green Key Group) – a working relationship designed to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of its proprietary pyrolysis technology and processes to create higher value resources from waste that would normally be sent to recycling and/or disposal facilities. Hawthorne has the Canadian rights to a proprietary pyrolysis technology that has successfully converted a range of biomass materials into energy, chemicals and/or fuels, now wants to determine the viability of this technology on solid waste materials, including mixed solid waste, commonly known as household garbage. The expiry date of this MoU is June 30, 2020.

- Try Recycling Inc. – a working relationship to undertake testing and research; write and present reports; develop data/information; and work with industry, government and academic partners on the viability of a range of technologies and processes to create resources from waste that would normally be sent to disposal facilities. Try has proprietary and other expertise related to the successful conversion of a range of waste materials into products with beneficial uses, in particular, the conversion of organic wastes into compost and various construction, renovation and demolition (CR&D) wastes into beneficial products. The expiry date of this MoU is December 31, 2019.

- University of Western Ontario (Institute of Chemicals and Fuels from Alternative Resources - ICFAR) – a working relationship covering the broad sectors of solid waste management, biomass management and related sectors that produce waste materials. ICFAR is a research facility with proprietary technologies and expertise

that have contributed to the successful conversion of a range of materials into energy, chemicals and inert materials. Western has identified Environmental Sustainability and Green Energy as an area of research strength and ICFAR/Western has various research interests in the field of biomass conversion technologies and management and wishes to coordinate R&D activities, including multi-disciplinary, multi-institutional waste-to-resource initiatives, for the purpose of using the broad expertise to valorize biomass and organic wastes into marketable products at the local, regional, Canada-wide and international levels. The expiry date of this MoU is December 31, 2019.

Overview of Direction of the Provincial Government (2016 to 2019)

Waste Free Ontario Act, 2016

In November 2015, the Minister of the Environment and Climate Change (MOECC) introduced a new legislative framework for managing waste in Ontario under Bill 151, *Waste Free Ontario Act (WFOA)*. Bill 151 received Royal Assent in June 2016 and was proclaimed November 30, 2016.

Strategy for a Waste-Free Ontario: Building the Circular Economy

MOECC published the final Strategy for a Waste-Free Ontario: Building the Circular Economy in February 2017, a requirement of the WFOA, which outlines a road map for resource recovery and waste reduction for Ontario. It also:

- sets a vision and goals including interim waste diversion goals for 2020, 2030 and 2050;
- articulates key government actions to support implementation of the vision and goals; and
- identifies performance measures to measure progress towards achieving the vision and goals.

The Strategy focuses on moving Ontario towards a circular economy described as “a system where nothing is wasted and valuable materials destined for landfill are put back into the economy without negative effects on the environment.” This approach – a circular economy – has the potential to reduce greenhouse gas emissions, save and better utilize scarce resources, create jobs and create financial opportunities. To fulfil the vision, the Strategy has two visionary goals:

- a zero waste Ontario; and
- zero greenhouse gas emissions from the waste sector.

Preserving and Protecting our Environment for Future Generations: A Made-in-Ontario Environment Plan

The proposed Made-in-Ontario Environment Plan is the Provincial Government’s holistic approach to managing all the environmental aspects that it is now responsible for including “Reducing Litter and Waste in Our Communities & Keeping Our Land and Soil Clean”. Specifically on page 43, it proposes to:

- “Investigate options to recover resources from waste, such as chemical recycling or thermal treatment, which have an important role – along with reduction, reuse and recycling – in ensuring that the valuable resources in waste do not end up in landfills.

- Encourage increased recycling and new projects or technologies that recover the value of waste (such as hard to recycle materials)”.

This theme and direction has been carried into the most recent release from the province, Reducing Litter and Waste in Our Communities: Discussion Paper (March 2019) and the section titled Recover the Value of Resources.

Bill No. 154
2019

By-law No. A.-_____-___

A by-law to authorize and approve a Memorandum of Understanding between 9003711 Canada Inc. operating as Green Shields Energy (“GSE”), and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

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 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 it is deemed appropriate for The Corporation of the City of London (the “City”) to enter into a Memorandum of Understanding with 9003711 Canada Inc. operating as Green Shields Energy (“GSE”), to carry out testing and develop data/information on the viability of proprietary technology on solid waste materials, including organics, plastics, mixed solid waste, commonly known as household garbage. This will be done through research at an off-site location housing a benchscale facility and/or by constructing and operating a pilot-scale facility containing an advanced waste conversion system.

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Memorandum of Understanding between The Corporation of the City of London and 9003711 Canada Inc. operating as GSE, attached as Schedule A to this by-law, is hereby authorized and approved.

2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Schedule A

Memorandum of Understanding

Between

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

And

9003711 Canada Inc. operating as Green Shields Energy ("GSE")

Whereas the City has established a special policy area in the City's Official Plan, referred to as the Waste Management and Resource Recovery Area, that plans for the continued evolution of the W12A Landfill and nearby lands into an "Integrated Waste Management Centre" that utilizes environmentally responsible and sustainable operations and practices and achieves a high standard of compatibility with its environs and neighbours;

Whereas the remaining life expectancy of the W12A Landfill as of January 1, 2019 is approximately five years or less;

Whereas the City wishes to examine, support, conduct research and/or implement projects under the broad classification(s) of resource recovery, energy recovery and/or waste conversion within the special policy area, in other locations in London, or in collaboration with others outside of London as part of its continuous improvement system for solid waste management. The continuous improvement system is described in several public documents including City of London Continuous Improvement System for Waste Management (1997), A Road Map to Maximize Waste Diversion in London (2007) and Road Map 2.0 The Road to Increased Resource Recovery and Zero Waste (2013) and the 60% Waste Diversion Action Plan (2018);

Whereas the City wishes to pursue projects, relationships and partnerships for the purpose of innovation, creativity, best practices and excellence in solid waste management and is proposing to operate, subject to final Municipal Council approval, under a banner known as the London Waste to Resources Innovation Centre (LWRIC);

Whereas Green Shields Energy hereafter known as GSE has a broad range of operational expertise in the management of the conversion of organic feedstocks to a variety of value-added resources;

Whereas GSE, has supported the development of a proprietary technology that has successfully converted a range of materials into energy and inert materials, now wants to determine the viability of this technology on solid waste materials, including organics, plastics, mixed solid waste, commonly known as household garbage; and

Whereas the City and GSE recognize that the current framework direction for waste management and waste diversion in Ontario has been set through the *Waste Free Ontario Act, 2016, the Resource Recovery and Circular Economy Act, 2016,* the Strategy for a Waste-Free Ontario: Building the Circular Economy (February 2017), ; The proposed Preserving and Protecting our Environment for Future Generations: A Made-in-Ontario Environment Plan (November 2018); and Reducing Litter and Waste in Our Communities: Discussion Paper (March 2019).

1.0 Purpose of the Memorandum

This Memorandum of Understanding ("MoU") is intended to set out the mutual intentions of the City and GSE to advance their joint waste conversion, resource and energy recovery objectives. The MoU is based upon the mutual understanding that the combined expertise, influence and commitment of the parties are better applied together

to support their common goals. The MoU establishes the non-legally binding framework and set of principles for enhanced and focused coordination and collaboration to support their shared interests in waste conversion and resource and energy recovery.

The parties to this MoU acknowledge that if they wish to jointly carry out specific initiatives that may arise out of this MoU, they will have to engage in further discussion and prepare necessary agreements to define, authorize and execute, among other things, each party's roles and responsibilities, resource allocation and other details.

The MoU is not an exclusive arrangement and does not restrict either party from pursuing their mandates either on their own or in collaboration with any other party.

2.0 Short Term Objective

The short term objective of the collaboration between the City and GSE is to undertake testing and develop data/information on the viability of Hydrogen Reduction technology to manage various non-hazardous waste streams including household garbage.

This will be done by constructing and operating a pilot scale facility containing a Hydrogen Reduction unit designed for demonstrating the effectiveness of the process on the conversion of various wastes and waste matrices. The facility will process 50 tonnes of material per day and is expected to significantly reduce the volume/weight of the material being processed while generating methane rich syngas commonly referred to as Renewable Natural Gas (RNG).

Complementing the technical processes is the ongoing development of the potential role for this technology to handle non-hazardous materials from the residential, institutional, commercial and industrial sectors and to contribute towards policies and programs established by the various levels of government (Municipal Provincial and Federal) as well as other Governmental agencies outside of Canada.

3.0 General Arrangement

This MoU sets out the General Arrangement between the parties that will be the basis for working together.

The responsibilities of the City are to include:

- Assist with all approvals (e.g., Ministry of the Environment, Conservation & Parks MECP, City of London zoning, etc.)
- Provide land in the special policy area (Waste Management Resource Recovery Area) as a host site for three years with an option to renew for additional years
- Bring services (water, sanitary and hydro) to the location of the pilot scale facility
- Provide access to the boardroom room and education room in the Material Recovery Facility (MRF)
- Participate, when available, in discussions, tours and related activities
- Provide solid waste materials for waste conversion
- Assist with reporting, being available for media interviews and related matters
- Keep London Municipal Council informed

The responsibilities of GSE are to include:

- Obtain all necessary approvals and licenses
- Construct and operate the pilot scale facility and all associated costs including utilities
- Evaluate and report the results of the research and development work
- Provide overview reports quarterly to the City of London highlighting activities undertaken, key non-proprietary results and related matters noting that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*

4.0 Formal Agreement

The parties agree to work together to develop a formal agreement to undertake the approval, design, construction and testing and develop data/information on the viability of Hydrogen Reduction technology as outlined above.

The Formal Agreement will follow the same approval processes as this General Arrangement.

5.0 Effective Date and Duration

This MoU will come into effect upon the date it has been signed by all signatories and will remain in effect until December 31, 2022.

This MoU will be reviewed two months prior to the anniversary date and any agreed to changes added to the MoU. Substantive changes will trigger the approval process for the MoU and this determination is at the sole discretion of the City.

A participant may withdraw from this MoU by providing a sixty (60) written notice to the other parties.

This MoU is subject to approval processes required by each of the parties.

DATED this _____ day of _____.

IN WITNESS WHEREOF:

THE CORPORATION OF THE CITY OF LONDON

By:

Name: Ed Holder
Title: Mayor

By:

Name: Catharine Saunders
Title: City Clerk

I/We have authority to bind the City.

GREEN SHIELDS ENERGY

By:

Name: Jeffrey Shields
Title: President & CEO (Founder),

I/We have authority to bind the corporation.

ATTACHMENT A

OVERVIEW OF CITY OF LONDON WASTE MANAGEMENT FACILITIES (www.london.ca)

The City contributes to the health of the environment and its citizens through appropriate collection and management of garbage, recyclables, yard materials, household special waste, and other designated waste materials. This involves providing pick-up and drop-off services within London, processing and creating products of value from compostable/recyclable/reusable materials; and disposing of garbage in an environmentally responsible manner, including the ongoing monitoring and management of closed landfills and other sites producing methane.

To support these services the City owns and operates an array of Solid Waste diversion and disposal assets valued at over $64 Million. These range from public waste and recycling bins, to drop off depots and one active landfill (W12A) and many closed landfill sites.

The City also owns a centralized Material Recovery Facility (MRF) which provides recycling services to London and several neighbouring communities. The MRF was newly constructed in 2011 and is operated and maintained by an outside contractor.

Drop off locations (Community EnviroDepots) are provided for special wastes including household special waste, yard materials, electronics, scrap metal, tires, roofing, etc. Solid Waste is responsible for maintaining these assets in serviceable condition between replacement cycles, ensuring compliance with Provincial regulations and maintaining the continuity of solid waste services to the citizens of London and other customers.

General household waste is primarily collected by the City while recycling pick-up and processing services are contracted out. The City owns and operates a fleet of garbage truck.

The W12A Landfill consists of a number of assets including landfill cells, buildings, leachate and gas collection systems and stormwater maintenance ponds. This facility operates within its Operation Plan, with additional disposal cells being brought online to accommodate waste in accordance with its Environmental Compliance Approval. Based on projected use, the current landfill will reach capacity in about 2023, at which point it will require an expansion (or other long term disposal solution) to provide the city with the space needed to meet its future needs.

The W12A buildings (inc. Site Works & Equipment) includes the roads, curbs and landscaping as well as the administration, maintenance and scale house buildings. The W12A Leachate Collection System collects and conveys leachate for treatment. This system is capable of meeting the current City's needs and is expanded as new disposal cells are constructed. The Landfill Gas Collection System collects and conveys landfill gas to the on-site landfill gas flare for destruction. This system is capable of meeting current City's needs and is expanded as new disposal cells are constructed.

On-site W12A Stormwater Management Ponds and site drainage infrastructure collect and treat surface runoff from snow and rain that impact the site. Maintenance occurs on a planned basis, with investments identified through regular inspections.

Any expansion or examination of alternatives will be undertaken as per the requirements of the Environmental Assessment Act.

Buffer land is comprised of City owned land adjacent or near the W12A Landfill that has been acquired to provide an appropriate buffer from existing operations and to provide buffering for possible future landfill expansion and resource recovery facilities. It is expected that additional land will be acquired for these purposes over the next several years.

ATTACHMENT B

PRIMER – HYDROGEN REDUCTION
(details provided by Green Shields Energy)

High Level Overview of Hydrogen Reduction Technology

Hydrogen Reduction is built on a premise that in essence all organic molecules can be reduced, as they are enzymatically in nature, to form methane gas if there is an excess of hydrogen donors or electrons present. In chemistry this is best accomplished in a gas phase. In organic chemistry, gas phase chemistry is also known as plasma chemistry. All organic chemicals are known to volatilize at 440 degrees Celsius.

Hydrogen Reduction does not allow condensation reactions which form dangerous compounds such as polyaromatic hydrocarbons (PAHs) some of which are the carcinogens in cigarette smoke and the well- known environmental problems Dioxins and Furans. These chemicals are destroyed in Gas Phase Reduction and cannot form.

Condensation reactions occur when aromatic hydrocarbons or fragments of aromatic hydrocarbons are allowed to cool in an oxidizing atmosphere such as the scrubber in an energy from waste (EFW) facility. They form on the surfaces of particulates which is why EFW ash and fly ash is a problem. They also are well known to form in coal gasification forming coal tar. Other simple gasification techniques also form tar for the same reasons. However if the aromatic and partial aromatic molecules are eliminated by completely mixing every molecule with enough electrons to saturate all of the carbon bonds forming methane, there is no possibility of tar formation. This is the theory and practice of Hydrogen Reduction. Excess hydrogen gas which is the ideal reducing agent is present at every stage of the process. In the end 80% of the hydrogen is removed from the gas stream and recycled back into the reaction leaving 20% in the fuel gas.

Hydrogen is produced from the methane formed through catalyzing the water shift reaction with metal catalysts that are imbedded in the walls of the reactor. This is why moisture is left in the waste and in some cases steam is added at various points in the reaction. The method is well described in the new Canadian patent which has been published.

In Hydrogen Reduction the gas formed from all runs as been continuously analyzed and shown to be a very clean burning gas comprised of methane with about 20% hydrogen, 10% CO and 5% CO2. Regulatory analysis has shown that benzene and monochlorobenzene have been below ppm levels as measure on a continuous basis.

The combustion power of this gas is 92% of the combustion power of natural gas. The content of hydrogen at 20% has been shown to reduce the greenhouse gas production or CO2 by 50% after combustion.

Hydrogren Reduction Has Been Demonstrated to Destroy or Convert Many Different Non-hazardous and Hazardous Materials

Hydrogen Reduction is the result of twenty years of development beginning with the chain of events that began when Dr. Douglas J Hallett (Natural Energy Systems Inc.) invented a non-incineration process for the destruction of PCBs and other hazardous organic waste. Dr. Hallett went on to create a company that moved his patented invention from lab-scale, to pilot scale, to a commercially viable venture. In 1986 ELI Eco Logic was established. This company went on to build processing plants in Canada, the USA, Australia and Japan. Eli Eco Logic was taken public on the Toronto Stock Exchange in 1994.

The first pilot scale demonstration of the technology occurred in 1991 and involved the remediation of coal tar contaminated sediment from a “hot-spot” in Hamilton Harbour.

This project received both provincial and federal support from both Environmental Canada and the Department of Defence (DoD).

The USEPA created a report through their Cincinnati lab and this then became the record of verification to match vendor claims as to efficacy. This was laborious and time consuming, but ultimately gave Eco Logic the USEPA “gold seal” of approval.

In 1994, Eco Logic was awarded the contract to build a plant for General Motors in St. Catharines, Ontario Canada.

The successful operation of plants conducting real hazardous waste destruction led to extensive evaluation by the US Army and various prime contractors within the US Defense arena for future work on various chemical inventories and wastes within their domain, domestically and internationally. Eco Logic did extensive testing with the US Army and proved that the GPR process could successfully and safely destroy chemical warfare agents, rockets, suits and packaging waste associated with these programs.

Hydrogen Reduction plants successfully treated many different types of organic wastes including chemical warfare agents, explosives, pesticides, brominated fire retardants, CFC refrigerants, HCB, and dioxins. The technology is proven suitable for the destruction of organic wastes in all matrices including soil, sediment, sludge, high-strength oils, tar, watery wastes, wood wastes, and bulk solids such as electrical transformers and capacitors, equipment casings, and drums of crystalline chemical.

Wastes that have not been thoroughly tested include mixed solid waste (household garbage), source separated organics (Green Bin) materials, mixed plastic waste and shredder fluff from automotive industry.

According to GSE, the technology has been found acceptable by NGOs such as Greenpeace and the Sierra Club as well as regulators in Canada, the U.S.A., Australia, and Japan. A paper written by Pat Costner, Senior Science Advisor for Greenpeace International dated 9 June 2004 states “Greenpeace still finds that, among those technologies regarded as commercially available, gas phase chemical reduction (GPCR) remains the only technology that meets the 1998 Greenpeace criteria.”

Bill No. 155
2019

By-law No. A.-____-___

A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7405-156, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”.

WHEREAS section 10(2)(2) of the *Municipal Act, 2001,* S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council was adopted by by-law and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol was adopted be resolution of The Corporation of the City of London;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

NOW THEREFORE the Council of The Corporation of the City of London hereby enacts as follows:

1. That Gregory F. Stewart be hereby appointed as the Integrity Commissioner for the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.

2. The Agreement attached hereto as Schedule “A” of this by-law is hereby authorized and approved.

3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.

4. By-law No. A.-7405-156, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”, passed by Municipal Council on May 17, 2016 is hereby repealed.

5. This by-law comes into force and effect on June 1, 2019.

PASSED in Open Session on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – April 23, 3019
Second reading – April 23, 2019
Third reading – April 23, 2019

SCHEDULE "A"

AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made this _____ day of _____ , 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

GREGORY F. STEWART

(hereinafter referred to as "Stewart" and or the "Integrity Commissioner")

OF THE SECOND PART

WHEREAS section 223.3 of the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Municipal Council and who is responsible for performing in an independent manner the functions assigned by Municipal Council in accordance with the legislation and the Municipal Council approved "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1;

WHEREAS the City wishes to retain Stewart as its Integrity Commissioner under the authority of the *Municipal Act*, *2001* to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this Agreement;

NOW THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Term - The term of this Agreement is for the period commencing June 1, 2019 (the "commencement date") and ending on May 31, 2021.

2. Services - The City hereby retains and appoints Stewart as Integrity Commissioner in accordance with the *Municipal Act, 2001* and Stewart accepts such appointment and agrees to perform the functions of Integrity Commissioner in accordance with this Agreement and the "The Corporation of the City of London Integrity Commissioner Terms of Reference" attached hereto as Schedule 1 and as set out in the "Code of Conduct for Members of Council" and "The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol", the "Code of Conduct for Local Boards" and "The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol" and as requested by the Council or Members of Council at all times in accordance with this Agreement and the *Municipal Act, 2001*.

3. Functions - As Integrity Commissioner, Stewart shall perform the functions and have the powers provided for in the Act, including but not limited to the following:

   (1) *Advisory*: Upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of

Conduct for Members of Council and City's Code of Conduct for Members of Council Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Council" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statues, the Code of Conduct for Members of Council and any other applicable procedures, rules, and policies.

The Integrity Commissioner may be requested to provide such advice confidentially to the Member of Council making the request in respect of specific facts, and in a way in which the Member of Council may rely upon the advice provided. In such circumstances and where the Integrity Commissioner is requested to do so, he may provide advice in a general way to all Members of Council respecting the interpretation of the Code of Conduct for Members of Council.

Upon proper request, provide written and/or verbal advice to individual members of Local Boards respecting the application of the Code of Conduct for Members of Local Boards and The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol, hereinafter collectively referred to as the "Code of Conduct for Members of Local Boards" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act*; and furthermore and when appropriate, provide the Local Boards with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statues, the Code of Conduct for Member of Local Boards and any other applicable procedures, rules, and policies

(2) *Compliance Investigation/Determinations*: Upon receipt of a complaint, the Integrity Commissioner shall assess the validity of the complaint to determine if it is appropriate and within the mandate of the Integrity Commissioner to investigate any alleged contraventions of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards identified in the complaint. Where the Integrity Commissioner has determined that the allegations made would, if substantiated, constitute a breach of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards, the Integrity Commissioner will investigate the alleged breach.

(3) *Inquiry under s 223.4 of the Municipal Act, 2001:* Upon proper request from a member of Council or local board, municipal administration or one or more members of the public and having determined it is appropriate in the circumstances to initiate an inquiry under Subsection 223.4 of the *Municipal Act, 2001,* the Integrity Commissioner will conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct for Members of Council and/or the Code of Conduct for Members of Local Boards or applicable procedures, rules and policies by a member of Council and/or member of a local board and, thereafter, will report to Council and/or the local board the details and results of such inquiry.

(4) *Reporting:* The Integrity Commissioner shall file an annual report to Municipal Council and local boards respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the City's Integrity Commissioner.

(5) *Educational*: The Integrity Commissioner shall provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the City and local board.

(6) *Municipal Conflict of Interest Act:* Members of Council and Members of local boards are governed by the *Municipal Conflict of Interest Act*. The Integrity Commissioner when requested by a Member of Council or Member of a local board will provide advice respecting their obligations under the *Municipal Conflict of Interest Act*. The Integrity Commissioner may provide educational information to Members of Council and/or Members of local boards, the municipality and the public about the *Municipal Conflict of Interest Act*. The Integrity Commissioner is to receive and conduct such formal or informal processes as may be appropriate, in accordance with the *Municipal Conflict of Interest Act*.

(7) *Clarification or Withdrawal:* If the Integrity Commissioner is unclear about the substance of a request for advice, or if the Integrity Commissioner is unclear as to whether a request received from a Member of Council or a Member of a local board is a request for advice or a request for an investigation, then before commencing work on the matter, the Integrity Commissioner will seek clarification from the Member of Council or Member of the local board who referred the matter. Likewise, if as a result of any action taken by the Integrity Commissioner the Member of Council or the Member of a local board who referred the matter believes the action is not what was intended, the Member of Council or the Member of a local board may provide clarification to the Integrity Commissioner or may withdraw their request.

(8) *Report to Council or local board:* The Integrity Commissioner is responsible for performing the duties set out in this section independently, and shall report directly to Council or local board in respect of all such matters.

(9) *Documents:* The Integrity Commissioner shall provide electronic copies of any reports to the City Clerk or the secretary of the local board who shall be responsible for ensuring distribution to the appropriate individuals, except for matters received as fact-specific requests from individual Members of Council or individual member of a local board, in which case the Integrity Commissioner shall correspond directly with that individual Member of Council or individual member of a local board.

4. Fees

   Hourly Rate - Stewart will be paid a fee of TWO HUNDRED FIFTY DOLLARS PER HOUR ($250.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the City of London.

   a) Expenses – Stewart will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this Agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or mileage charges, all at the respective municipal rates then in effect.

   b) Legal Advice/Fees - The parties agree that, when necessary, Stewart may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the City of London shall pay the cost of such legal assistance and advice.

5. Reviewing Records - If requested by the City, the Integrity Commissioner shall make available to the City such time sheets, accounts, records, receipts, vouchers and other documents as the City Solicitor or City Clerk considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.

   The City may, at any time and from time to time during the term of this Agreement and up to ten (10) years following its termination or expiry, audit and inspect the Integrity Commissioner's accounts, records, receipts, vouchers, records of accessible customer service training (if applicable), and other similar documents relating to performance of the duties herein and shall have the right to make copies thereof and take extracts therefrom.

   The Integrity Commissioner shall make available to the City the materials referred to in this section in order that the City may carry out audits and inspections as provided in this section and shall furnish the City and its authorized representative with such information as they may from time to time require. The Integrity Commissioner shall furnish such materials to the City within such timeframe as is reasonably required by the City. Without limiting the generality of the foregoing, the Integrity Commissioner shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

6. Confidential Process - During the term of this Agreement, pursuant to Subsection 223.5 of the *Municipal Act, 2001*, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality or a local board that the Integrity Commissioner believes to be necessary for an inquiry.

   The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall reasonably preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with Subsection 223.5(1) of the *Municipal Act, 2001*.

   Where the Integrity Commissioner reports to the City or a local board that in their opinion, a Member of Council or a member of a local board has contravened the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable

law.

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code of Canada* or of any other Act, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council or the local board.

Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

In the event the Integrity Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, the Integrity Commissioner shall discuss such request with the City Solicitor or the Solicitor for the local board and, if in the opinion of the City Solicitor or the Solicitor for the local board, such request needs to be discussed with City Council or the local board, then the direction of City Council or the local board will be sought by the City Solicitor or Solicitor for the local board, with the exclusion of the Member(s) of Council or Member of a local board, if any, under investigation.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by Subsection 223.4(2) of the Act.

Upon receipt of a formal complaint pursuant to the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner will first determine whether the complaint is invalid by virtue of the reason that the Integrity Commissioner determines the complaint to be,

a) outside of the jurisdiction of the Integrity Commissioner;
b) frivolous or vexatious;
c) made in bad faith or without substance; or
d) insufficient basis to conduct an investigation, including not relevant to the objectives of the *Municipal Act, 2001*, the Council Code of Conduct for Members of Council or the Code of Conduct for Local Boards or in the public interest.

Where the Integrity Commissioner so determines, they shall report the nature of the formal complaint and the reason for not investigating to Municipal Council or the local board.

If the Integrity Commissioner is satisfied that a formal complaint regarding a Member of Council or a Member of a local board does not contain sufficient information to set out in a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Members of Local Boards, the Integrity Commissioner shall stay any inquiry into the complaint. The Integrity Commissioner shall notify the complainant that the matter is stayed and provide an opportunity for the complainant to provide additional information to allow the Integrity Commissioner to determine whether there has been a possible contravention of the Code of Conduct for Members of Council or the Code of Conduct for Local Boards. Where satisfied that the information sets out a *prima facie* contravention of the Code of Conduct for Members of Council or the Code of Conduct for Local Boards, the Integrity Commissioner shall lift the stay and conduct the inquiry and where not satisfied, the Integrity Commissioner shall file a report setting out that decision.

If the Integrity Commissioner is satisfied, after considering the information

contained in the complaint and any other relevant information, that a complaint regarding a Member of Council or a Member of a local board is frivolous, vexatious or not made in good faith, or where the complaint is not within the mandate of the Integrity Commissioner, they shall not conduct an inquiry. Where this becomes apparent in the course of an inquiry, the Integrity Commissioner shall terminate the inquiry and prepare and file a report to Council or the local board.

7. Insurance - During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than $2 million.

The insurance as required under this section shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City at least sixty (60) clear days before the effective date thereof. Any revisions must be submitted to the City Solicitor for approval.

The Integrity Commissioner shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement.

8. General Indemnity

The City will save harmless and fully indemnify the Integrity Commissioner, both during and following the term of this Agreement, from and against all costs, actions, suits, claims, demands whatsoever incurred in the course of actions taken within the terms of the duties to be performed by the Integrity Commissioner described herein, for any act done in good faith in the performance or intended performance of a duty or authority under the *Municipal Act, 2001* or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority. The City shall indemnify the Integrity Commissioner by i) assuming the cost of defending the Integrity Commissioner in an action or proceeding; ii) paying any damages or costs awarded against the Integrity Commissioner as a result of an action or proceeding, iii) paying, either by direct payment or by reimbursement, any expenses reasonably incurred by the Integrity Commissioner as a result of an action or proceeding or iv) paying any sum required in connection with the settlement of an action or proceeding, to the extent that such costs, damages, expenses or sums are not assumed, paid or reimbursed under any provision of any insurance maintained by the City or the Integrity Commissioner for the benefit and protection of them against any liability incurred by them. The City shall have the right to select and retain the lawyer to represent the Integrity Commissioner in circumstances where they seek indemnity pursuant to this Agreement and shall have the right to approve any settlement of any action or proceeding. Where the Integrity Commissioner is served with any process issued out of or authorized by any court, administrative tribunal or other administrative, investigative or quasi-judicial body in connection with any action or proceeding, they shall deliver a copy of the process forthwith to the City Solicitor if they are seeking indemnity under this Agreement. The Integrity Commissioner shall cooperate fully with the City and any lawyer retained by the City to defend such action or proceeding and shall make available to such lawyer all information and documents relevant to the matter subject to applicable requirements of privilege and confidentiality.

9. Conflict of Interest - The Integrity Commissioner represents that no known conflict of interest is likely to interfere with the duties which arise from this appointment, and further, that these duties will be carried out in an impartial and neutral manner: skillfully, competently, independently and in accordance with all applicable law.

If the Integrity Commissioner becomes aware of circumstances where a conflict of interest could arise, the Integrity Commissioner shall:

a) advise the City Solicitor immediately in writing of the nature of the conflict; and,

b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Solicitor.

Upon receipt of a notice in writing from the Integrity Commissioner in accordance with this section the City may:

a) suspend or terminate this Agreement; or

b) request the Integrity Commissioner to remove themself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the City Solicitor or City Clerk as soon as possible. In that case, the City Solicitor may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the City Solicitor deems appropriate.

10. No Amendment - This Agreement may only be amended in writing, duly executed by the authorized representatives of the parties.

11. Independent Contractor - Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Stewart is a contractor independent of the City. Nothing in this Agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between Stewart and the City of London.

12. Statutory Officer - For all purposes relating to this Agreement, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the *Municipal Act, 2001.*

13. Early Termination - This Agreement may be terminated by either party upon fifteen (15) days' written notice of early termination, delivered during the term of this Agreement.

14. Notice - Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

For the City of London:
300 Dufferin Avenue
PO Box 5035
London, Ontario
N6A 4L9

Attention: City Manager

For Gregory F. Stewart:
Donnelly Murphy Lawyers Professional Corporation
18 The Square
Goderich, Ontario
N7A 3Y7

Any written notice between the parties hereto pursuant to this Agreement which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses

listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

15. Severability - All paragraphs, terms, and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

16. Complete Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement.

17. Amendments to Code of Conduct -The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The City shall consult with the Integrity Commissioner prior to changing the duties.

IN WITNESS WHEREOF the parties are to have caused the Agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE CITY OF LONDON

Per:
_____
Mayor

Per:
_____
Clerk

We have authority to bind the Corporation

_____
Gregory F. Stewart

Schedule "1"

The Corporation of the City of London Terms of Reference for the Integrity Commissioner

1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

2. Definitions

None.

3. Applicability

This Policy applies to all Members of Council and Local Boards.

4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.

2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.

3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.

4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.

5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.

6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.

7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act.*

The duties of the Integrity Commissioner with respect to Municipal Council are to:

a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;

c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;

d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;

e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,

f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act.*

4.3 **Local Boards**

The duties of the Integrity Commissioner with respect to Local Boards are to:

a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;

b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act;*

c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;

d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;

e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;

f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act.*

Bill No. 156
2019

By-law No. A.-_____-___

A by-law to approve and execute a Development Charges deferred payment agreement between The Corporation of the City of London and the Italian Seniors' Project, and to authorize the Mayor and City Clerk to execute the agreement.

WHEREAS Section 27(1) of the *Development Charges Act, 1997*, S.O. 1997, c.27 provides that a municipality may enter into an agreement with a person who is required to pay a development charge providing for all or any part of a development charge to be paid before or after it would otherwise be payable;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Development Charges deferred payment agreement to be entered into between The Corporation of the City of London and the Italian Seniors' Project, attached as Schedule 1 to this by-law, is approved.

2. The Mayor and the City Clerk are authorized to execute the agreement approved under Section 1 above.

3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

SCHEDULE 1

DEVELOPMENT CHARGE DEFERRED PAYMENT AGREEMENT

THIS AGREEMENT made this day of , 2019.

BETWEEN:

ITALIAN SENIORS PROJECT

(hereinafter referred to as the “Applicant”)

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

WHEREAS the Applicant has represented to the City that the lands described in Schedule “A” hereto (the “Lands”) are owned by it, as stated in the Solicitor’s Certificate attached to this Agreement as Schedule “B”;

AND WHEREAS the Applicant intends to construct a residential development consisting of “affordable housing” units, with government funding that cannot be accessed until after construction of the units has commenced;

AND WHEREAS pursuant to the City’s Development Charge By-law, a development charge is payable by the Applicant to the City at the time a building permit is issued for the housing units;

AND WHEREAS the *Development Charges Act, 1997* provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

NOW THEREFORE IN CONSIDERATION OF the foregoing, the parties agree as follows:

RECITALS

1. The Recitals are confirmed by the Parties to be correct and to constitute the basis for this Agreement.

REQUEST TO DEFER PAYMENT OF DEVELOPMENT CHARGE

2. The Applicant acknowledges its obligation to pay a development charge in accordance with Section 26 of the *Development Charges Act, 1997*. The Applicant has requested that it be permitted, pursuant to Section 27 of the *Development Charges Act, 1997,* to pay the development charge after it would otherwise be payable.

"DUE DATE" FOR PAYMENT PURSUANT TO THIS AGREEMENT

3. The Applicant hereby covenants and agrees that it will pay the applicable development charge to the City with interest, on or before May 31, 2020 (the "Due Date").

ANTICIPATED DEVELOPMENT CHARGE

4. The anticipated amount of the development charge payable by the Applicant has been calculated on the basis of the following information:

Dwelling Type	**Units** (A)	**Development Charges Rate** (B)	**Development Charges Payable** (A)* (B)
Apartments < 2 Bedrooms	60	$14,895	$893,700.00
Demolition Credits			($106,674.40)
TOTAL			**$787,025.60**

CALCULATION TO BE MADE AT TIME OF BUILDING PERMIT

5. The actual amount of the development charge will be determined on the basis of prevailing rates and rules at the time a building permit is issued for the affordable housing units. If, before any building permit issues, the City's Development Charge By-law is amended or is repealed and replaced or the information set out above is revised, the applicable development charge will be revised to reflect these changes and the parties agree that this Agreement will apply to that revised information and amount. Once any building permit has been issued, the amount of the applicable development charge does not change.

REGISTRATION ON TITLE

6. It is the intention of the parties that this Agreement create an interest in the Lands in favor of the City, to the extent of the deferred development charge identified herein. To this end, the parties intend that Notice of this Agreement, including its schedules, be registered on title to the Lands. The Applicant agrees to pay all costs associated with registration of Notice of this Agreement. If Notice of this Agreement is not accepted by the Registrar for registration, the parties agree that the site plan agreement under section 41 of the Planning Act for the residential development that is subject to the development charge, will make reference to the Agreement and its relevant particulars.

REMOVAL OF AGREEMENT FROM TITLE

7. Once the Applicant has satisfied all provisions of this Agreement, the City shall not unreasonably withhold its consent to removal of Notice concerning this Agreement from Title and shall execute such documents as may be required.

COLLECTION OF CHARGES

8. The Applicant acknowledges that if any amount owing to the City under this Agreement remains unpaid after the Due Date, the City may, in addition to any other rights it may have, add the unpaid amount to the tax roll for the Lands, without notice, and collect such amount in the same manner as property tax.

INTEREST ON AMOUNT OWING BEFORE DUE DATE

9. The Applicant agrees to pay interest to the City at the rate of two point six percent (2.6%) per annum on the amount of the deferred development charge outstanding from time to time, from the date(s) these charges would have been payable under the Development Charges By-law, until the Due Date or the date the outstanding amounts are paid, whichever is earlier.

10. The Applicant agrees to pay interest after the Due Date at the rate of ten percent (10%) per annum on the amount outstanding from time to time, until all amounts, including accrued interest and charges, have been paid in full.

11. Notwithstanding the ability of the City to require the Applicant to pay interest, both before and after the Due Date, any amount owing under the terms of this Agreement, may, after the Due Date, be added to the tax roll and collected in the same manner as property tax. The City may use any other available method to collect amounts owing after the Due Date.

12. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City, to:

    City Clerk
    The Corporation of the City of London
    P.O. Box 5035
    300 Dufferin Avenue
    London, ON N6A 4L9

    And in the case of notice given by the Applicant, to:

    Italian Seniors Project
    1109 Hamilton Road
    London, ON N5W 0A7

WARRANTY

13. The Applicant represents and warrants to the City as follows:

    1. The Applicant is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter in this Agreement; and
    2. all necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

BINDING ON SUCCESSORS

14. It is agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Applicant herein contained shall run with the Lands for the benefit of the City.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)
)

ITALIAN SENIORS PROJECT

_____ c/s
Name:
Title:
I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

_____
Mayor

_____c/s
City Clerk

SCHEDULE “A”

DESCRIPTION OF “LANDS”

Part South ½ Lot 7, Concession B as in 565508; London, being PIN 08121-0190;

Part of Lot 7, Concession B, being Part 2 on Plan 33R-10209; London, being PIN 08121-0191

Part South ½ Lot 7, Concession B as in LT337283; London, being PIN 08121-0192

SCHEDULE “B”

SOLICITOR’S CERTIFICATE

Bill No. 157
2019

By-law No. CPOL.-____-___

A by-law to adopt a new Council Policy entitled Corporate Asset Management Policy.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to adopt a new Council policy entitled Corporate Asset Management Policy;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The policy entitled “Corporate Asset Management Policy”, attached hereto as Schedule “A”, is hereby adopted.

2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

SCHEDULE "A"

Policy Name: Corporate Asset Management Policy
Legislative History:
Last Review Date: _____, 20__.
Service Area Lead: Manager III, Corporate Asset Management, Finance & Corporate Services

1. Policy Purpose and Statement

1.1. Purpose

The purpose of this Corporate Asset Management (CAM) Policy is to set out The Corporation of the City of London's (City) approach to planning, designing, constructing, acquiring, operating, maintaining, renewing, replacing and disposing of its municipal infrastructure assets in a way that ensures sound stewardship of public resources while delivering effective and efficient customer service.

1.2. Statement

This CAM Policy provides a foundation for the City's CAM Program which assists in identifying and prioritizing investments in existing and future municipal infrastructure assets to ensure it is robust, safe, sustainable, efficient, and capable of supporting the desired quality of life in our community. The City's CAM Policy focuses on three fundamental goals:

1) Providing sustainable service to City customers;
2) Optimizing municipal infrastructure asset value while minimizing lifecycle costs; and
3) Managing risks to service delivery.

The CAM Policy establishes a CAM Program, which serves as a guiding practice to ensure sound stewardship of public assets and meet its customer service commitments in the most effective and efficient manner. In addition, it provides a coordinated approach to align asset management planning with the City's financial plans, budget and other relevant Acts, policies, frameworks, and plans.

The CAM Policy also outlines the City's commitment to consider climate change mitigation approaches, disaster planning, and supports informed decision making and planning with respect to the City's contingency funding.

2. Definitions

2.1. **Asset:** Non financial assets having physical substance that are acquired, constructed or developed and:

- are held for use in the production or supply of goods and services for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other tangible assets;
- have useful economic lives extending beyond an accounting period;
- are to be used on a continuing basis; and
- are not for resale in the ordinary course of operations.

For the City, capital assets have the following characteristics:

- Beneficial ownership and control clearly rests with the City, and
- The asset is utilized to achieve City plans, objectives and services with the intention of being used on a continuous basis and is not intended for sale in the ordinary course of business.

2.2. **Asset Management:** The coordinated activity of an organization to realize value from assets.

2.3. **CAM Plan:** The City's Corporate Asset Management Plan which combines multi-disciplinary management techniques (technical and financial) over the life-cycle of municipal infrastructure assets to provide a specific level of service in the most cost effective manner and manage risks associated with municipal infrastructure assets. This typically includes plans to invest, design, construct, acquire, operate, maintain, renew, replace, and decommission assets.

2.4. **CAM Program:** A set of interrelated or interacting components of the City that establishes asset management policies and objectives and the processes needed to achieve those objectives. An asset management program also includes the organization structure, roles, responsibilities, business processes, plans, and operations of the Corporation's Asset Management practices.

2.5. **Capitalization Threshold:** The threshold represents the minimum cost an individual asset must have before it is to be recorded as a capital asset on the statement of financial position.

2.6. **City:** The Corporation of the City of London.

2.7. **Community Partners:** Entities such as Conservation Authorities, Emergency Medical Services' organizations, or utility companies where implementation of their mandate or corporate objectives would have an impact on municipal infrastructure assets and it is expected the City would be coordinating with them.

2.8. **Contingency Funding:** Funding available for municipal infrastructure assets to address unforeseeable circumstances.

2.9. **Critical Asset:** An asset for which the financial, business, or service level consequences of failure are sufficiently severe to justify proactive inspection, rehabilitation, or replacement, and is considered a municipal infrastructure asset.

2.10. **Customer:** Any person or entity who uses the municipal infrastructure asset or service, is affected by it or has an interest in it either now or in the future.

2.11. **Functional Area:** A grouping of City divisions or sections managing specific municipal infrastructure asset categories that deliver one or more City services.

2.12. **Infrastructure Asset:** All or part of physical structures and associated facilities that form the foundation of development, and by or through which a public service is provided to the city, such as highways, bridges, bicycle paths, drinking water systems, social housing, hospitals, courthouses and schools, as well as any other thing by or through which a public service is provided to the city.

2.13. **Level of Service:** The statement that describes the output or objectives the City intends to deliver to its customers.

2.14. **Municipal Infrastructure Asset:** An infrastructure asset (core and non-core municipal infrastructure assets), including a green infrastructure asset, directly owned by a municipality or included on the consolidated financial statements of a municipality, but does not include an infrastructure asset that is managed by a joint municipal water board.

2.15. **Public:** Residential, commercial, industrial and institutional stakeholders, and any other stakeholders that rely on City owned municipal infrastructure assets.

2.16. **Tangible Capital Assets (TCA):** A legislative reporting requirement specified by Section PS 3150 in the Public Sector Accounting Board Handbook to identify asset inventories, additions, disposals and amortization on an annual basis.

Interpretive Definitions

Interpretive definitions are included to provide context to definitions listed above but otherwise not referenced in the CAM Policy.

2.17. **Consequence of Failure:** A measure of the direct and indirect impacts on the city in the event of an asset failure.

2.18. **Core Municipal Infrastructure Asset:** Defined by O.Reg 588/17, any municipal infrastructure asset that is a,

- Water asset that relates to the collection, production, treatment, storage, supply or distribution of drinking water;
- Wastewater asset that relates to the collection, transmission, treatment or disposal of wastewater, including any wastewater asset that from time to time manages stormwater;
- Stormwater management asset that relates to the collection, transmission, treatment, retention, infiltration, control or disposal of stormwater;
- Road; or
- Bridge or culvert.

2.19. **Green Infrastructure Asset:** Defined by O.Reg 588/17, means an infrastructure asset consisting of natural or human-made elements that provide ecological and hydrological functions and processes and includes natural heritage features and systems, parklands, stormwater management systems, street trees, urban forests, natural channels, permeable surfaces and green roofs.

2.20. **Joint Municipal Water Board:** Defined by O.Reg 588/17, means a joint board established in accordance with a transfer order made under the Municipal Water and Sewage Transfer Act, 1997.

2.21. **Replacement Value:** The cost the City would incur to completely replace a municipal infrastructure asset, at a selected point in time, at which a similar level of service would be provided. This definition can also be referred to as 'Replacement Cost'.

3. Application and Scope

This CAM Policy applies to all functional areas involved in planning, maintaining or operating the City's municipal infrastructure assets that are directly owned by the City, or included in the City's consolidated financial statements as defined in, but not limited to, Appendix 1.

If a municipal infrastructure asset's value meets or exceeds the City's capitalization threshold for Tangible Capital Asset purposes, the asset will be included it in the CAM Program.

Where a municipal infrastructure asset's value falls below the capitalization threshold but the City's functional area determines that the asset meets this policy's definition of a critical asset using their respective professional judgment, the asset will be included in the CAM Program as well.

4. The CAM Policy

4.1. Standard of Care

A robust CAM Program includes a clear description of the CAM Program components (illustrated in Figure 1 below).

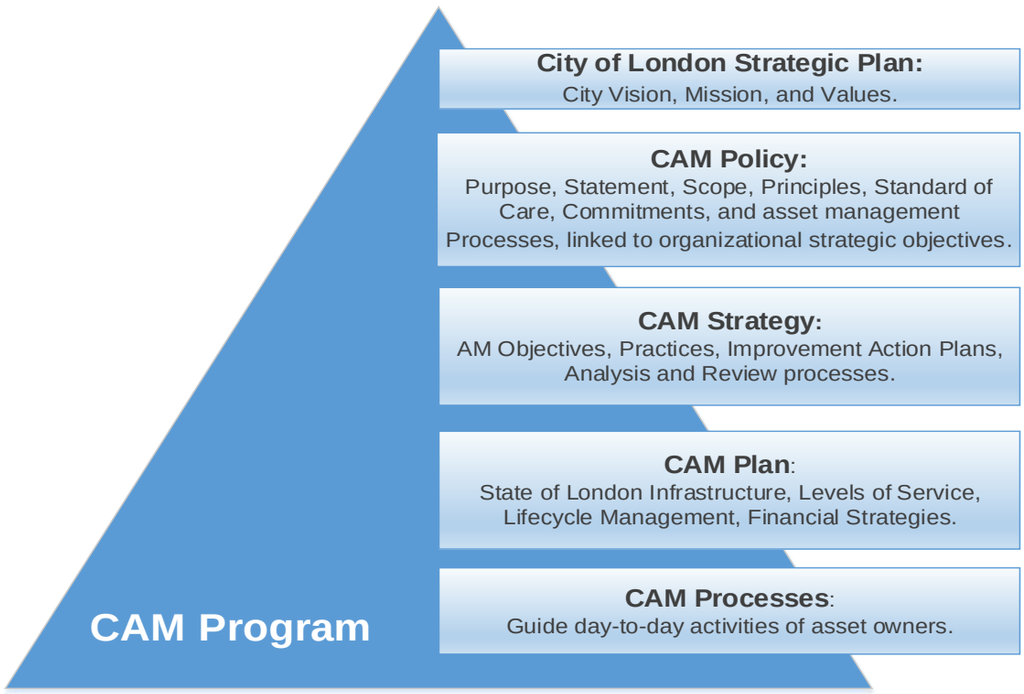


Figure 1: Corporate Asset Management Program - Major Components

Governance Structure

The CAM governance structure is a foundational element of the City's CAM Program. Figure 2 below provides an overview of the CAM governance structure and identifies key stakeholders with City asset management planning responsibilities.

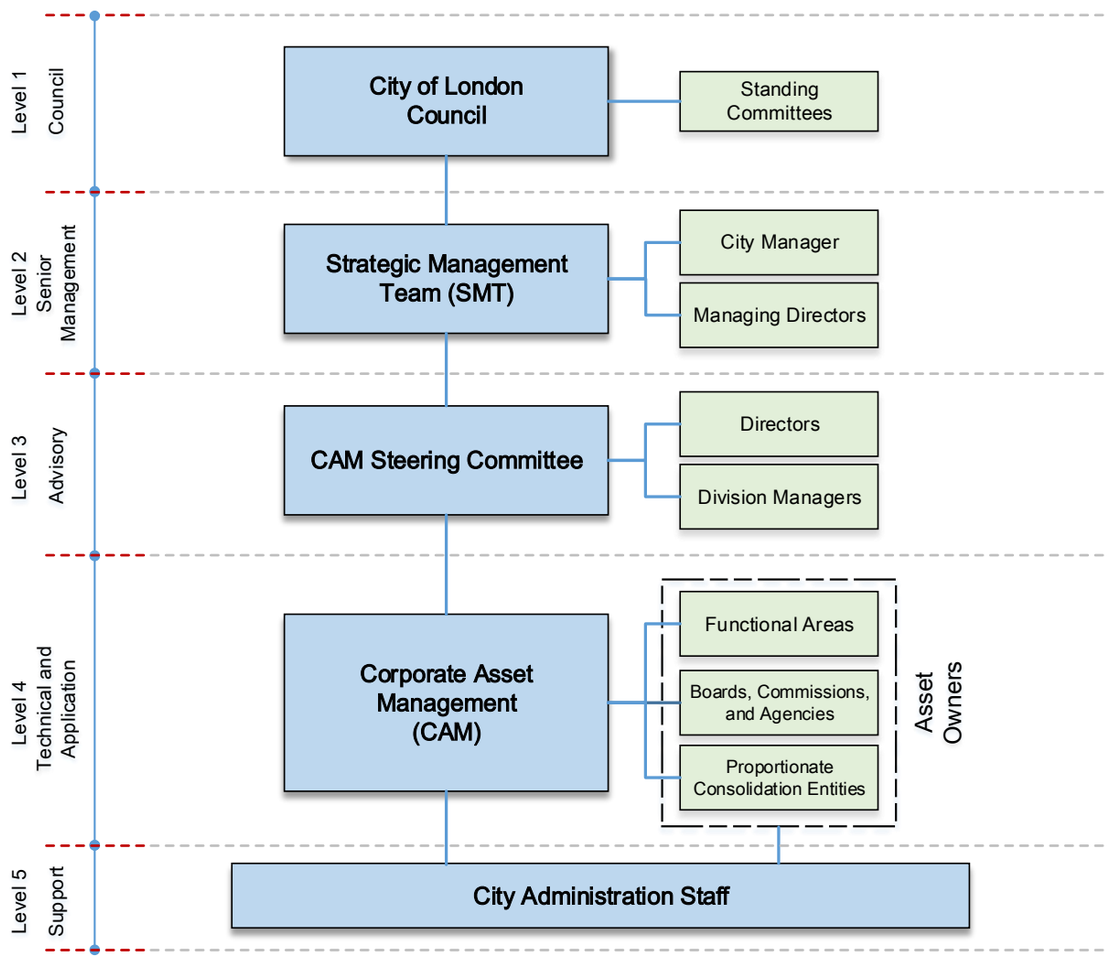


Figure 2: Corporate Asset Management Governance Structure

The following details the roles, responsibilities, authorities and accountabilities of individuals and provides oversight on their application across the City.

Group	Description, Role and Responsibilities
Municipal Council of the Corporation of the City of London	• Oversees a large range of services provided through a diverse portfolio of assets. **Responsibilities** • Set priorities and communicate community values to City Administration. • Approves by resolution the City's Asset Management Plan and its updates every four years. • Reviews and, if necessary, updates the Corporate Asset Management Policy at least every five years. • Monitors annual reviews of the City's Asset Management Plan implementation progress on or before July 1 of every year.
Strategic Management Team (SMT)	• The executive leadership of the Corporation (includes City Manager, Managing Directors, and select Directors). **Responsibilities** • Ensures all CAM Program activities are consistent with the City's Strategic Plan. • Maintains regulatory compliance, endorsing the CAM Policy, assigning authorities and resources in administrative staff ensuring the CAM Policy is followed and the CAM Program is executed. • Assists in providing adequate resources and ensures development and implementation of the CAM Program.
CAM Steering Committee	• Generally includes Directors and Division Managers representing the major functional areas included in the CAM scope. • Provides overall guidance and direction for CAM development and implementation. **Responsibilities** • Advocates the CAM Program benefits. • Monitors and directs the plans for CAM Program development. • Provides adequate resources to support asset management goals at the functional area level.
Corporate Asset Management Section	• A section of Finance and Corporate Services. • Overall guidance and direction for CAM development and implementation. **Responsibilities** • Provides Corporate leadership in CAM practices and concepts. • Provides guidance to asset management roles in the Corporation. • Facilitates skills development as it relates to asset management. • Facilitates communication and change management as it relates to asset management. • Advises the Steering Committee and implementation task teams as part of the asset management development process. • Leads the development of the CAM Plan. • Performs an annual review and monitoring of the CAM Plan implementation. • Develops and updates policies and procedures related to the CAM Program. • Aligns the CAM Program with the currently approved plans, strategies and policies. • Prepares and coordinates CAM progress tracking.

Group	Description, Role and Responsibilities
	• Coordinates internal and external CAM benchmarking. • Leads the implementation of CAM software (Assetic). • Liaises with staff in Financial Planning and Business Support regarding asset management matters in the development of the City's operating and capital budgets. • Seeks public input regarding CAM Program implementation.
Asset Owners	• Includes City Functional Areas, Boards, Commissions, Agencies, and Proportionate Consolidation Entities. • Leads the development, implementation and improvement of different aspects of the CAM Program. **Responsibilities** • Provides functional area sponsorship for asset management practices and concepts. • Oversees asset management planning activities within their respective functional area and in support of others. • Sets service objectives and monitoring progress. • Offers expertise to the development of City plans, strategies, assessments, and workflows. • Collects and tracks asset information and other data related to the asset reporting within their portfolio. This includes but is not limited to asset inventory, condition, risk, performance results and decision making processes. Where applicable, Geospatial Data are collected, stored and administered in accordance with the City *Geospatial Information and Data standards*. • Applies operation, maintenance, rehabilitation, replacement and retirement practices to meet expected levels of service and mitigate risk. • Works with internal and external stakeholders through consultation and reporting in the course of their day-to-day functions. • Tracks, analyzing and reporting on CAM Program benefits to all stakeholders.
City Administrative Staff	• City employees. **Responsibilities** • Supports the development, implementation and improvement of different aspects of the CAM Program consistent with their roles and responsibilities. • Embraces new business processes and technology tools necessary to be effective Asset Management stewards. • Captures quality data as part of daily operations. • Leverages data to track performance and drive decision making.

4.2. Commitments

The City is committed to implementing a program to manage municipal infrastructure assets in a strategic, comprehensive, and organization-wide manner, known as the CAM Program (illustrated in Figure 1).

The City commits to developing asset management strategies and plans which align with other municipal goals, plans, and policies. The City is committed to documenting, reviewing, revising, and analyzing these activities at regular intervals. The purpose of a CAM Program is to manage the City's municipal infrastructure assets in a strategic, comprehensive, and cost-effective manner.

The following assets are required to create and maintain a safe, healthy, secure and sustainable community. They include but are not limited to the following:

- Transportation infrastructure (e.g., roads, bridges, public transit);
- Utilities and environmental infrastructure (e.g., water distribution systems, wastewater collection systems, sewage treatment systems, stormwater management, recycling systems, landfills);
- Infrastructure enabling the provision of protective services (e.g., police, fire, flood mitigation);
- Parks and recreation (e.g., arenas, playgrounds, pools, trails, and community centres);
- Cultural assets (e.g., libraries, museums, heritage buildings, arts buildings, public art/monuments, historic assets and interpretive signage);
- Electronic infrastructure (e.g., broadband networks, information systems);
- Municipal facilities & civic institutions (e.g. City Hall, Long term care, affordable housing, administration buildings);
- Green infrastructure assets and stormwater management;
- Monuments, works of art, historic assets; and
- Land held for sale (e.g. industrial land).

a) The City of London is committed to the following during asset management planning:

i) Using the CAM Plan as a reliable, formal but flexible tool when making business decisions, especially during forecasting and budgeting activities.

ii) Managing municipal infrastructure assets with an integrated business approach that relies upon strategies, staff, and communication, and that delivers established service results.

iii) Adopting an integrated business approach to planning and investing in municipal infrastructure assets, and make decisions within the context of the greater system, rather than examining assets in isolation.

iv) Where applicable, coordinating asset management planning with neighbouring municipalities, the City's Boards, Commissions, Agencies, Proportionate Consolidation Entities, and Community Partners. This planning will be in accordance with Ontario asset management regulation O.Reg 588/17 and timelines noted therein.

v) Considering climate change which includes:

- Identifying the vulnerabilities of municipal infrastructure assets caused by climate change.
- Considering the costs and means to address those vulnerabilities.
- Considering adaptation opportunities that may be undertaken to manage the vulnerabilities.
- Considering mitigation approaches to limit the magnitude or rate of long-term climate change (such as greenhouse gas emission reduction objectives).

vi) Considering disaster planning and contingency funding.

vii) Providing opportunities to encourage residents, businesses, institutions, and other stakeholders to offer input in asset management planning.

viii) Providing comprehensive CAM Plan updates at regular intervals of four (4) to five (5) years, as required by Ontario asset management regulation O.Reg 588/17, or as deemed necessary by Municipal Council or the City Treasurer.

4.3. Principles

Embracing the principles below, the CAM Program provides a framework for decision-making, based on a defined level of service, when the City invests, designs, constructs, acquires, operates, maintains, renews, replaces, or decommissions assets.

The City's asset management planning shall:

a) Customer Focused:

i) Provide assurance to customers through clearly defined levels of service and adhere to optimal asset management processes and practices, including investment, that are supported by existing customer service standards, regularly updated asset and customer data.

b) Forward Looking:

i) Take a long-term view in making asset management decisions that are well beyond the cycle of one council term. Consideration will be focused on the municipal life cycle of assets from acquisition to disposal, including level of service, risk, maintenance and operating activities, and life cycle costs.

ii) Consider the needs of the public by having record of the long-term view of local demographic and economic trends (seniors, commuters, tourists, etc.).

c) Prioritizing:

i) Ensure compliance with all legislative requirements and asset management regulations.

ii) Clearly identify and respect defined municipal infrastructure asset priorities which will drive investment decisions. It will make informed decisions between competing factors such as service delivery, asset quality and value, cost, and risk.

d) Consistency:

i) Ensure continuous provision of core public services in the City's jurisdiction.

e) Transparency:

i) Be evidence based and transparent and:

- Base infrastructure decisions on evidence and information that is publicly available or made available to the public, subject to any privilege and restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of such information; and
- Share information with implications for infrastructure planning with other public sector entities (i.e. hospital, board of education, public health, etc.) subject to any privilege and restrictions or prohibitions under an Act or otherwise by-law on the collection, use or disclosure of such information.

f) Budgeting and Planning:

i) Align with City policies, vision, mission, values and other plans and strategies in effect, including relevant municipal official plans, master plans, resiliency and sustainability plans.

ii) Take into account budgets adopted by Municipal Council, financial or asset plans prepared in accordance with applicable financial budgeting legislation and practices.

g) Integration:

i) Consider the principles and content of relevant Ontario or municipal plans and strategies, established in an Act or otherwise, which relate to municipal infrastructure asset investment decisions.

h) Environmentally Conscious:

i) Minimize the impact of infrastructure on the environment by:

- Ensuring infrastructure is designed and operated to minimize energy use and consider low impact development principles;
- Respecting and helping maintain ecological and biological diversity during construction and operation;
- Designing amenities and operating features that encourage sustainable choices for operators and users; and
- Aiming to make use of acceptable recycled aggregates, other environmentally-friendly construction and building materials, and procurement practices that minimize environmental impact.

i) Resilience:

i) Ensure infrastructure is planned, designed, constructed, and operated to sustain, adapt, and emerge from system-wide shocks, including those caused by climate change and/or severe weather.

j) Health and Safety:

i) Ensure health and safety of workers involved in the construction and maintenance of municipal infrastructure assets is protected.

ii) Consider the safety of asset users in the community.

k) Community Focused:

i) Promote community benefits, being the supplementary social and economic benefits arising from an infrastructure project that are intended to improve the community well-being, such as:

- Local job creation and training opportunities;
- Improvement of public space within the community;
- Promoting accessibility for persons with disabilities; and
- Any specific benefits identified by the community.

l) Economic Development:

i) Promote economic competitiveness, productivity, job creation and training opportunities.

m) Innovation:

i) Creating opportunities to make use of industry proven innovative technologies, practices and services, particularly where doing so would utilize technology, techniques, and practices developed in Ontario.

ii) Continually improve the asset management approach and rededicating to innovation as new tools, techniques and solutions are developed.

4.4. Asset Management Processes

a) Plans, Budgets and Forecasts:

i) The CAM Plan is a strategic, forward looking document that outlines a consistent set of activities to carry out the commitments of the CAM Policy. The CAM Plan will be considered in the creation of the City's multi-year budget and annual budget updates. Financial staff will be involved in asset management planning to facilitate:

- The financial strategy developed in the asset management plan(s);
- The budget submissions of each functional area; and
- The overall budget process.

ii) Finance, water services, stormwater, and wastewater & treatment services personnel will work together to align the financial strategy developed in the CAM Plan with the financial plans related to the water, stormwater, and wastewater assets. The alignment will stem from common analytical methods followed and common data sources used, and coordinated by the Corporate Asset Management Section.

b) London Plan and Land-Use Planning Framework:

i) Parties involved in the development of the asset management plan will reference the direction established in The London Plan (Official Plan) as well as the methods, assumptions, and data used in The London Plan development. This ensures that the City's CAM Plan aligns with Ontario's land-use planning framework, including the Official Plan and the Ontario Provincial Policy Statement.

c) Continual Improvement:

i) The CAM Program must be continually improved, not just from nonconformities or weaknesses, but also making improvements in what the City already excels in, by continually improving the City's CAM planning approach, and incorporating new practices and principles. A process is in place to improve, adapt and adjust the City's asset management processes which includes responsibilities to stay current in asset management, adopt new practices, monitor the effectiveness of the CAM Program, and make changes accordingly.

d) Stakeholder Consultation:

i) Stakeholder involvement is an important component of a successful CAM Program, and supports the commitment to ensure opportunities to provide input are offered to residents and stakeholders. Opportunities to leverage existing public consultation will be explored as presented by other internal stakeholder groups. Levels of service and the current state of asset management is transparently communicated to Municipal Council and the community using established reporting tools.

e) Availability and Update:

i) This CAM Policy shall be posted on the City's london.ca website, and provided to anyone who requests it. It shall be reviewed by the CAM Steering Committee, Strategic Management Team, and Municipal Council, and updated as required, no more than five (5) years from the last revision date.

4.5. Related Documents

- Infrastructure for Jobs and Prosperity Act, 2015
- O.Reg. 588/17: Asset Management Planning for Municipal Infrastructure
- The London Plan (Official Plan – City of London)
- City of London Corporate Asset Management Administrative Policy (2013)

Appendix 1

Entities which are considered to have City of London municipal infrastructure assets:

City of London Functional Areas	Local Boards, Commissions, and Agencies Consolidated on City of London Financial statements	Proportionate Consolidation Entities
Water	Argyle Business Improvement Area Board of Management	The Board of Health of the Middlesex-London Health Unit
Wastewater	London Public Library Board	
Stormwater	Covent Garden Market Corporation	
Transportation (roads, traffic signals, and street lighting)	Eldon House Corporation	
Parking	Housing Development Corporation, London	
Solid Waste and Recycling	London & Middlesex Community Housing	
Recreation (Including Parks)	London Convention Centre Corporation	
Urban Forestry	London Downtown Business Association Area Board of Management	
Fire	London Police Services Board	
Corporate Security & Emergency Management	London Transit Commission	
Long Term Care	Museum London	
Corporate Facilities	Old East Village Business Improvement Area	
Culture Facilities	Hyde Park Business Improvement Association Board of Management	
Fleet		
Information Technology	Hamilton Road Business Improvement Area Board of Management	
Land		

Bill No. 158
2019

By-law No. CPOL.-____-___

A by-law to repeal Council Policy related By-Law No. CPOL.-283-274 being “London Community Grants Policy” and replace it with a new Council policy entitled “London Community Grants Policy”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Council of The Corporation of the City of London wishes to repeal By-law No. CPOL.-283-274 being “London Community Grants Policy” and replace it with a new Council policy entitled “London Community Grants Policy”;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. By-law No. CPOL.-283-274 being “London Community Grants Policy” is hereby repealed.

2. The Policy entitled “London Community Grants Policy” attached as Schedule “A” is hereby adopted.

3. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Schedule A

London Community Grants Policy

Policy Name: London Community Grants Policy
Legislative History: Enacted June 13, 2017 (By-law No. CPOL.-38-234); Amended June 26, 2018 (By-law No. CPOL.-283-274)
Last Review Date:
Service Area Lead: Manager, Neighbourhood, Strategic Initiatives and Funding Neighbourhood, Children and Fire Services

1. Policy Statement

The objective of this Policy is to outline the criteria for the London Community Grants Program. Funding through this program will be aligned with the City of London's Strategic Plan, and will grant funding to community organizations to advance the priorities of the Strategic Plan.

2. Definitions

2.1. **"Not-for-profit"** refers to an organization incorporated without share capital, under Part III of the *Corporations Act* or under the *Not-for-Profit Corporations Act*.

2.2. **"Grant Application"** refers to the application associated with each granting category.

2.3. **"Grant Agreement"** refers to the legal agreement that is signed after an application has been deemed successful under the City of London ("the City") Community Grants Program. The Grant Agreement defines the terms and conditions under which the City of London grant will be made and cannot be altered without prior approval.

2.4. **"Strategic Plan"** refers to the current City of London Strategic Plan.

2.5. **"Host Organization"** refers to an incorporated not-for-profit organization that may act as a sponsor to an unincorporated organization in order for the unincorporated organization to be eligible for this grant. The Host Organization will be issued funding associated with the funding activity and will assume financial and legal responsibility for the funded activity and adhere to associated reporting requirements to be outlined in the Grant Agreement.

2.6. **"Funder"** an organization that provides money for a particular purpose.

2.7. **"Procedural Error"** in reference to the Appeals Process, refers to a mistake that may have been made a result of not following the process for the allocation of grants as outlined in this Policy.

3. Applicability: Funding Categories

Applications for London Community Grants will be considered under the following categories:

3.1. Multi-Year Grants

- Multi-Year Grants are up to four (4) year agreements with the City of London for community organizations pursuing initiatives in alignment with the City of London's Strategic Plan.

3.2. Innovation and Capital

- Innovation grants are provided to new, emerging organizations and/or initiatives that engage in dynamic community partnerships, innovative improvements to service delivery and system collaboration, and/or generate new ideas. Applications to the Innovation category must be able to demonstrate:
    - Proven or promising early stage innovations that need additional support to create the capacity and conditions to be effectively sustained; and/or,
    - Creative new approaches to social innovation that engage multiple stakeholders in creative collaboration to improve system delivery, coordination, and/or generate new ideas.
- Capital grants are provided for projects involving construction or purchase of physical assets, including, but not limited to, land, building and associated renovation costs. Applications to the Capital category will be considered for the following purposes:
    - Purchase of Land and Buildings: Grants are made in this category only when the purchase is required for the immediate capital project.
    - Construction Costs: Grants in this category will be for costs associated with new facilities or renovation costs associated with the provision of additional program/service space.

4. General Program Requirements

4.1. The Grant:

4.1.1. The proposed initiative must meet the definition of the relevant funding category as outlined in Section 3 of this policy.

4.1.2. Community need for the proposed project must clearly be demonstrated and indicate how the applicant organization is best suited to meet this need.

4.1.3. A grant application may not be awarded funding if it is determined the proposed project is superfluous to the requirements of the community.

4.1.4. The proposed initiative must be available to a broad cross-section of the London community.

4.1.5. All projects must conform to all relevant legal standards and requirements and should be physically accessible to all persons.

5. Specific Program Requirements

5.1. Innovation

5.1.1. Considering the one-year term of funding for Innovation Grants, applications under this category will be strongly assessed for ongoing program sustainability. The Applicant must demonstrate a clear plan for how the proposed program will be funded after the term of the grant.

5.2. Capital

5.2.1. The applicant must present information that demonstrates their long-term intent to remain in the building. If funding has been received to make capital improvements to the property, the organization may be required to repay a portion of the grant back to the City in the event the property is vacated. The exact terms will be laid out in the Grant Agreement signed upon notification of the awarded grant.

5.2.2. All Capital projects must be either tendered or open to competitive bidding by two or more parties.

5.2.3. Rehabilitation and replacement of existing facilities will be preferred as opposed to projects involving the construction of new facilities.

5.2.4. Capital funding will not be granted for appliances or equipment. Funding will only be provided for construction costs for work that will be affixed to the building.

5.2.5. Preference will be given to organizations that demonstrate a willingness to cooperate with the community and other organizations to share the space.

5.2.6. Unincorporated organizations will not be eligible to apply for Capital funding.

6. Eligibility

6.1. General Eligibility

6.1.1. A City of London grant should not be considered as the sole source of funding for the organization. City of London grants are intended to be supplementary to other sources of funding. Organizations will be expected to leverage opportunities for funding from other funders and to provide information about other sources of funding, both received and applied to, to the City of London.

6.1.2. A grant made to an organization in any year is not to be regarded as a commitment by the City to continue the grant in future years.

6.1.3. In making grants, the City may impose conditions as it deems fit. Specific terms and conditions will be outlined in the Grant Agreement upon award of funding.

6.1.4. The amount of funding allocated to the municipal granting program will be confirmed each year as part of the annual budget process.

6.2. Organization Eligibility

6.2.1. Organizations must be located in London (this means the organization must have an office located in London, but not necessarily the head office, and that grant supported projects must take place in London) and may be asked to provide proof of address for verification.

6.2.2. Only registered not-for-profit organizations, with some exclusions (noted in 6.2.7) will be considered for a grant through the London Community Grants Program.

6.2.3. Organizations in receipt of City of London funding (including, but not limited to Purchase of Service Agreements) will not be eligible to receive additional funding for the same project.

6.2.4. Agencies, Boards, and Commissions of the City of London are not eligible for grants through this program.

6.2.5. Organizations seeking development and capital funding to support the creation of new community based supportive housing initiatives are not eligible. Organizations seeking development and capital costs to support new housing initiatives should contact the Housing Development Corporation, London (HDC) for more information.

6.2.6. Applicant organizations must have an active Board of Directors that is independent from senior staff of the organization.

6.2.7. Eligibility Exclusions for Unincorporated Organizations:

6.2.7.1. An unincorporated organization may submit an application under the Innovation category of the Innovation and Capital stream, but must officially become incorporated before any funding can be allocated to the organization.

6.2.7.2. An unincorporated organization may apply to the London Community Grants Program (Multi-Year or Innovation Category) in partnership with a Host Organization. Under this criteria, City funding will be allocated to the Host Organization in support of the funded activity, with the host organization held to accountable for the terms and conditions outlined in the Grant Agreement.

6.2.7.3. There are no eligibility exclusions for an organization's not-for-profit status under the Capital category of this program.

6.3. **Financial Eligibility**

6.3.1. The organization must demonstrate strong financial responsibility and capability in carrying out its service to this community.

6.3.2. The City of London, through its grants process will not contribute to outstanding deficits.

6.3.3. The financial state of the organization will be reviewed through the grant application process. The City of London will not fund organizations that have a structural deficit.

6.3.4. The organization must indicate a clear financial plan and demonstrate efficient use of City funds in the project.

6.3.5. The organization must show that it has thoroughly explored all other available sources of funding.

6.3.6. The organization must demonstrate fund-raising capabilities and illustrate a future plan for the project.

6.3.7. In conjunction with a comprehensive review of the proposed initiative, funding will be directed to organizations in greater need of financial support.

6.3.8. The organization must indicate other City contributions that are made to the organization (purchase of service, tax exemptions, etc.)

7. Community Review Panel

7.1. Grant applications will be assessed by the community review panel in accordance with the program's respective guidelines.

7.1.1. A community review panel of up to 11 individuals will be convened to make decisions regarding the allocation of London Community Grants. The community review panel will be comprised of the following members:

- Community member (2-3)
- Expert in subject matter (specific to priorities of the Strategic Plan) (2-3)
- Funder (1)
- Outcomes measurement expert (1)
- Financial expert (1)
- City Staff (2-3)

7.2. Selection

7.2.1. Civic Administration will seek qualified London residents to be part of the community review panel based on the composition of the Panel defined above.

7.2.2. Priority will be given to community members from diverse backgrounds, and staff will aim to have a cross representation of the community on the panel.

7.3. Decision Making

7.3.1. Decisions about all funding allocations will be determined by the Community Review Panel in accordance with the relevant program guidelines with the exception of capital funding requests in excess of the approved budget for the Innovation and Capital Stream. Capital funding requests in excess of the available budget will be reviewed by the Community Review Panel and, if recommended, be referred to the budget process noting that a detailed business case must be submitted as part of the budget request.

7.3.2. All applications, regardless of the granting category, will be assessed for both alignment with, and ability to advance the City's Strategic Plan.

8. Grant Appeal Process

8.1. All decisions related to grant applications for the London Community Grants Program are open to appeal by the grant applicant.

8.2. Applicants to the London Community Grants Program may appeal a decision based on two criteria:

1. New Information: From the time the grant application was initially submitted, new information that could impact the grant decision became available that, for good reason, was not available at the time of the initial application; or,
2. A Procedural Error was made when assessing the grant application.

8.3. The Manager of Neighbourhood Strategic Initiatives and Funding or designate will review all appeals in accordance with the Appeals Guideline to determine which appeals meet the criteria for further review.

8.4. Legitimate appeals will be referred to the Managing Director, Neighbourhood, Children and Fire Services for consideration.

8.5. The Managing Director, Neighbourhood, Children and Fire Services may refer the funding appeal to any member of the Senior Management Team, depending on the relevant area of the City's Strategic Plan under which the proposed initiative has been aligned.

8.6. Decisions of all appeals will be final.

Bill No. 159
2019

By-law No. PS-113-19____

A by-law to amend By-law PS-113 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. No Stopping

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	North	A point 96 m west of Talbot Street	Talbot Street	7:30 am to 9:00 am
King Street	North	A point 30m west of Covent Market Place	Covent Market Place	Anytime
King Street	North	Covent Market Place	Richmond Street	3:30 p.m. to 6:30 p.m.
King Street	North	Clarence Street	A point 80 m east of Clarence Street	Anytime
King Street	North	A point 29 m west of Wellington Street	A point 20 m east of said street	Anytime

Schedule 1 (No Stopping) of the By-law PS-113 is hereby amended by **adding** the following rows:

King Street	North	Ridout Street N	A point 63 m east of Talbot Street	Anytime
King Street	North	A point 30 m west of Covent Market Place	Colborne Street	Anytime

2. No Parking

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	North	Thames Street	A point 27 m east of Ridout Street N	Anytime
King Street	North	A point 47 m west of Talbot Street	A point 62 m east of said street	Anytime
King Street	North	A point 74 m east of Richmond Street	A point 77 m west of Clarence Street	Anytime
King Street	North	Wellington Street	A point 42 m west of Waterloo Street	Anytime
Third Street	Both	Cheapside Street	Oxford Street E	Anytime

Schedule 2 (No Parking) of the By-law PS-113 is hereby amended by **adding** the following rows:

Baransway Drive	Both	Oxford Street E	Cheapside Street	Anytime
Killarney Road	North	Cedarhollow Boulevard	East limit of Killarney Road	Anytime
Killarney Road	South	Cedarhollow Boulevard	A point 69 m east of Cedarhollow Boulevard	Anytime
King Street	North	Thames Street	Ridout Street N	Anytime
King Street	North	Colborne Street	A point 27m east of Colborne Street	Anytime

3. Prohibited Parking at Loading Zones

Schedule 5 (Prohibited Parking at Loading Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	North	A point 18 m east of Richmond Street to a point 30 m east of Richmond Street	Monday to Sunday
King Street	North	From a point 52 m east of Richmond Street to a point 74 m east of said street	
King Street	North	From a point 46 m west of Wellington Street to a point 29 m west of said street.	8:00 a.m. to 6:00 p.m.

4. On-Street 2 Hour Metered Zones

Schedule 20 (On-Street 2 Hour Metered Zones) of the By-law PS-113 is hereby amended by **deleting** the following rows:

King Street	North	Ridout Street N	A point 68 m east of said street	8:00 a.m. to 6:00 p.m.
King Street	North	Talbot Street	A point 96 m east of said Street	8:00 a.m. to 6:00 p.m.
King Street	North	Talbot Street	Burwell Street	8:00 a.m. to 6:00 p.m.

Schedule 20 (On-Street 2 Hour Metered Zones) of the By-law PS-113 is hereby amended by **adding** the following rows:

King Street	North	A point 27 m east of Colborne Street	Burwell Street	8:00 a.m. to 6:00 p.m.

5. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Bill No. 160
2019

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 Huron Street, east of Highbury Avenue North” and “as widening to Huron Street, west of Highbury Avenue North.”

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 Huron Street, east of Highbury Avenue North and as widening to Huron Street, west of Highbury Avenue North, namely:

“Part of Lots 2, 14 and 15 on Registered Plan 82(C), in the City of London and County of Middlesex, designated as Parts 55, 56, 57 and 58 on Expropriation Plan 252065”

and

“Part of Lot 5 on Registered Plan 77(C), in the City of London and County of Middlesex, designated as Part 62 on Expropriation Plan 252065.”

2. This by-law comes into force and effect on the day it is passed.

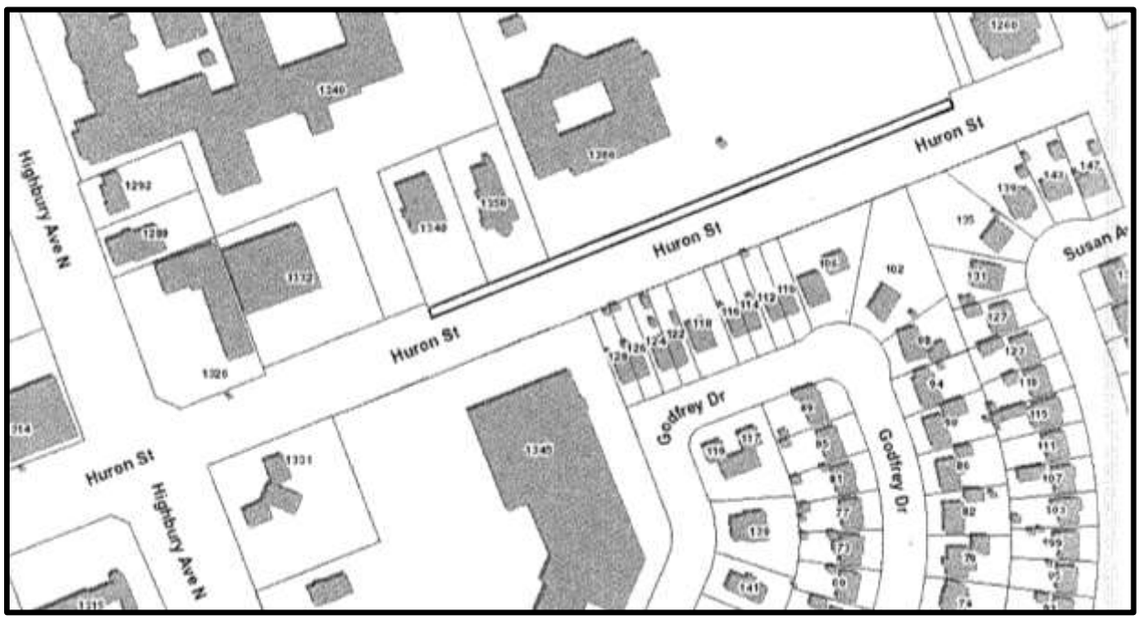
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - April 23, 2019
Second Reading - April 23, 2019
Third Reading - April 23, 2019

Location Maps



Subject Lands

Bill No. 161
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1196 Sunningdale Road West.

WHEREAS Landea Development Inc. have applied to remove the holding provisions from the zoning for the lands located at 1196 Sunningdale Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

NOW 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 the lands located at 1196 Sunningdale Road West, as shown on the attached map, to remove the h. and h-100 holding provisions so that the zoning of the lands as a Residential R1 (R1-4) Zone, a Residential R1 Special Provision (R1-4 (33)) Zone, a Residential R1 Special Provision (R1-4 (34)) Zone, a Residential R1 Special Provision (R1-4 (35)) Zone, a Residential R1 (R1-13) Zone and a Residential R1 Special Provision (R1-13 (9)) Zone comes into effect.

2. This By-law shall come into force and effect on the day it is passed.

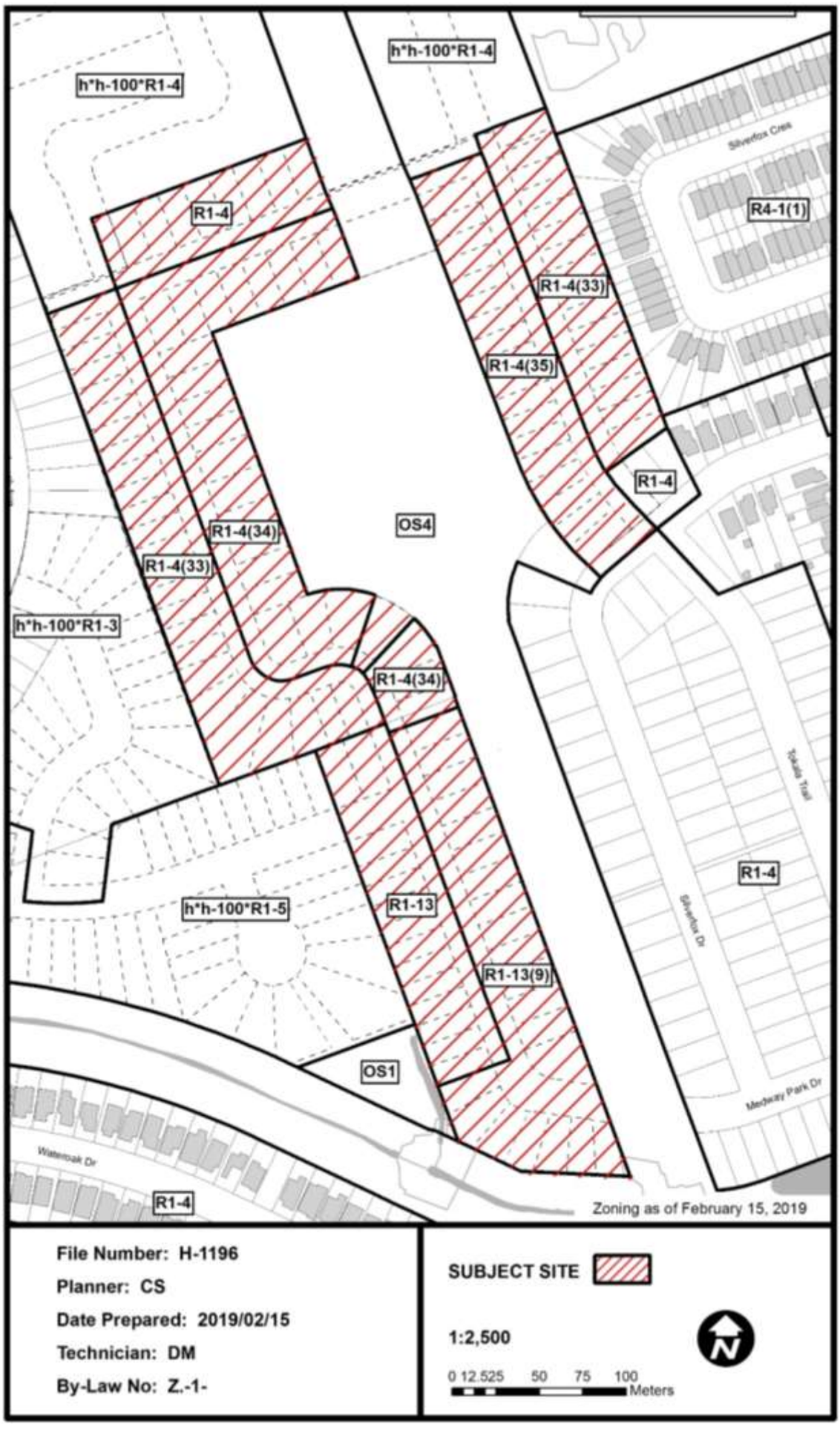
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Schedule “A”


h*h-100*R1-4
h*h-100*R1-4
R1-4
R1-4(33)
R1-4(35)
R1-4
OS4
R1-4(34)
R1-4(33)
h*h-100*R1-3
R1-4(34)
h*h-100*R1-5
R1-13
R1-13(9)
OS1
R1-4
R4-1(1)
R1-4
Silverfox Cres
Tokala Trail
Silverfox Dr
Medway Park Dr
Wateroak Dr
Zoning as of February 15, 2019
File Number: H-1196
Planner: CS
Date Prepared: 2019/02/15
Technician: DM
By-Law No: Z.-1-
SUBJECT SITE
1:2,500
0 12.525 50 75 100
Meters

Bill No. 162
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1395 Riverbend Road.

WHEREAS Sifton Properties Limited have applied to remove the holding provisions from the zoning over a portion of the lands located at 1395 Riverbend Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

NOW 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 the lands located at 1395 Riverbend Road, as shown on the attached map, to remove the h and h-206 holding provisions so that the zoning of the lands as a Residential R6/R7 Special Provision (R6-5(42)/R7(22)•D115•H30) Zone comes into effect.

2. This by-law shall come into force and effect on the day it is passed.

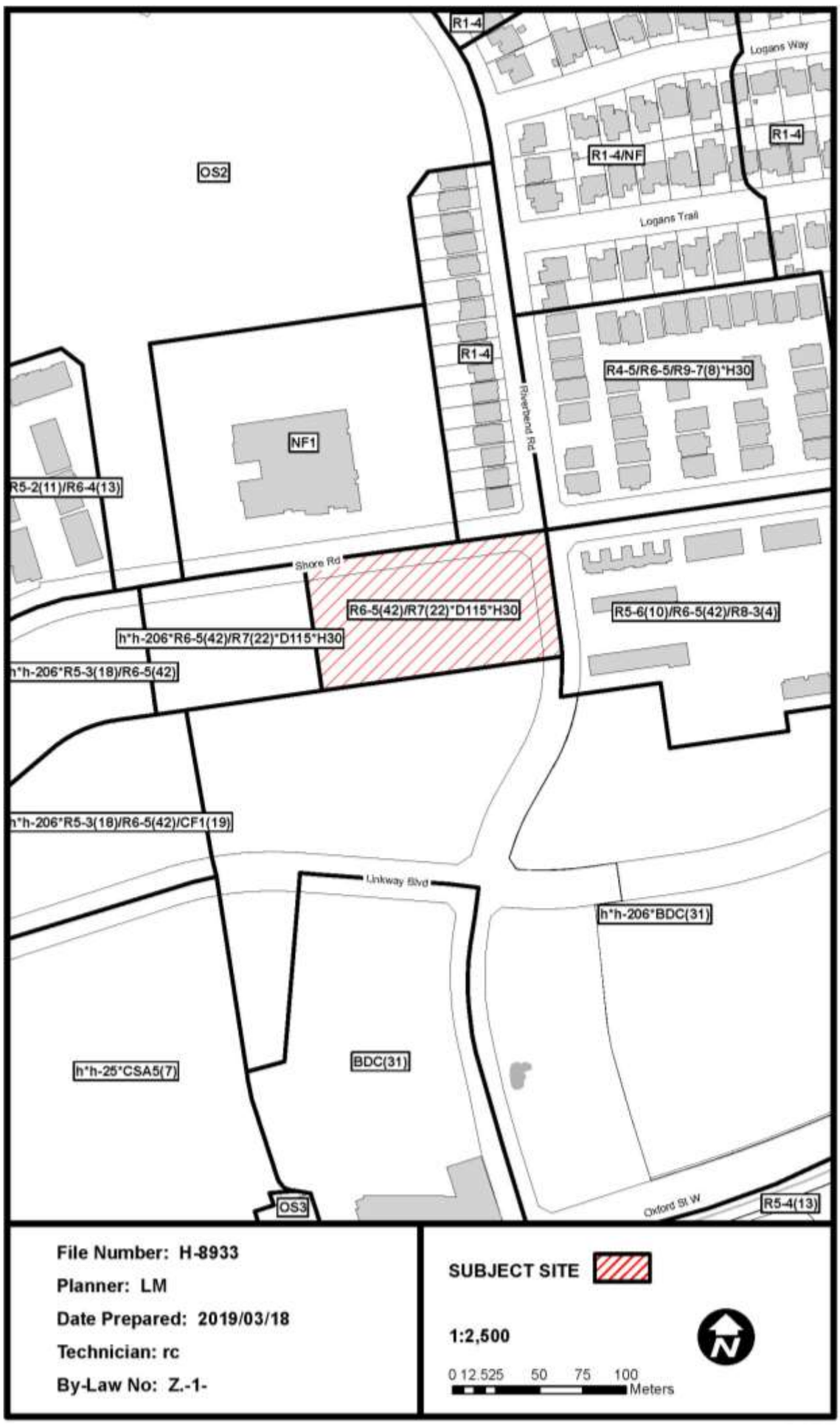
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

Schedule "A"



File Number: H-8933

Planner: LM

Date Prepared: 2019/03/18

Technician: rc

By-Law No: Z.-1-

SUBJECT SITE

1:2,500

0 12.525 50 75 100 Meters

Bill No. 163
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3425 Emily Carr Lane.

WHEREAS have applied to rezone an area of land located at 3425 Emily Carr Lane as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

NOW 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 3425 Emily Carr Lane, as shown on the attached map, from an Urban Reserve (UR4) Zone to a Holding Residential Special Provision (h*h-100*R1-3(7)), and a Holding Residential Special Provision (h*h-94*h-100*R1-3(7)) Zone.

2. 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. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

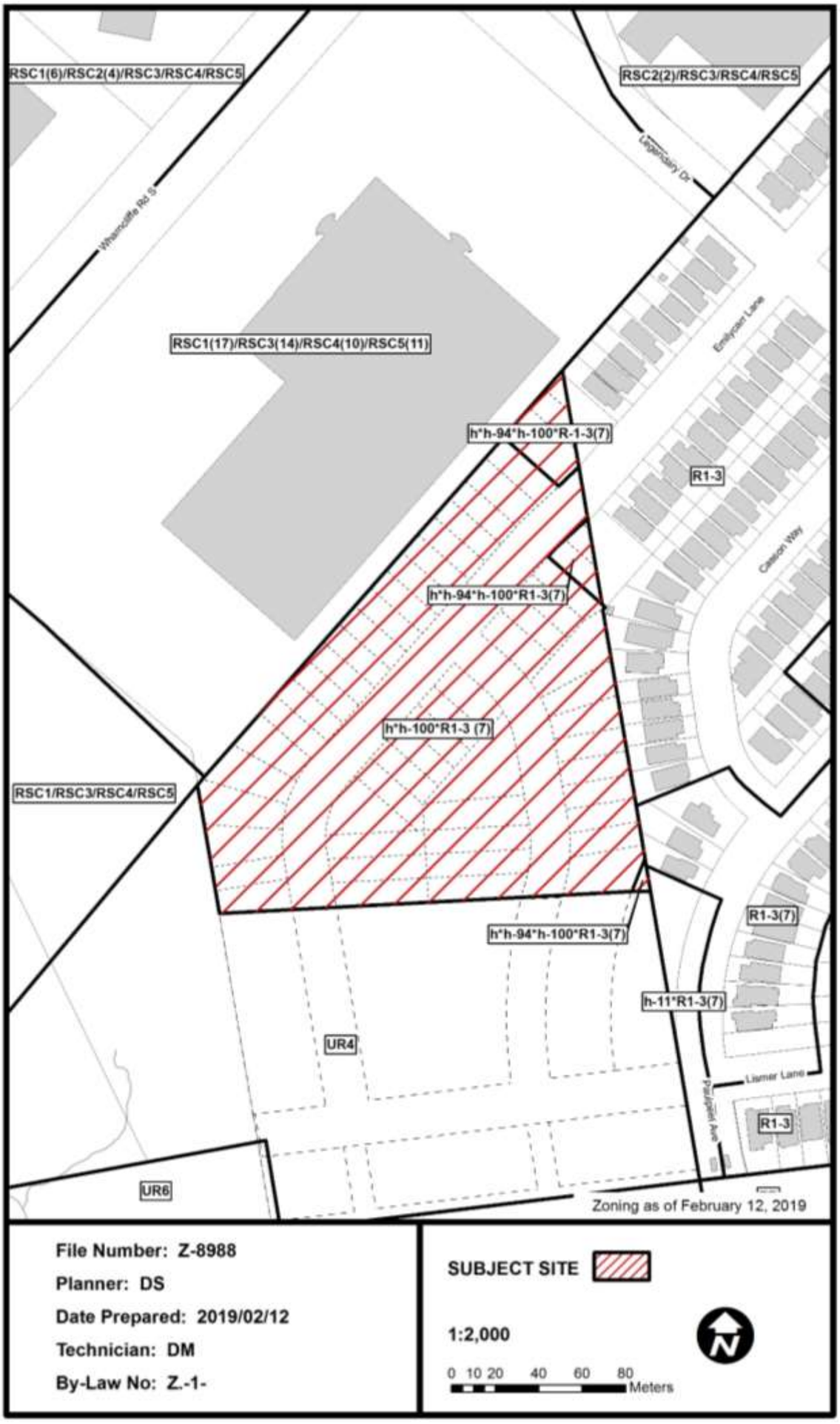
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

SCHEDULE "A"


RSC1(6)/RSC2(4)/RSC3/RSC4/RSC5
RSC2(2)/RSC3/RSC4/RSC5
Whaleyville Rd S
Legendary Dr
RSC1(17)/RSC3(14)/RSC4(10)/RSC5(11)
Emlyncar Lane
h*h-94*h-100*R-1-3(7)
R1-3
Cattaon Way
h*h-94*h-100*R1-3(7)
h*h-100*R1-3 (7)
RSC1/RSC3/RSC4/RSC5
R1-3(7)
h*h-94*h-100*R1-3(7)
h-11*R1-3(7)
UR4
Lismer Lane
Pauldon Ave
R1-3
UR6
Zoning as of February 12, 2019
File Number: Z-8988
Planner: DS
Date Prepared: 2019/02/12
Technician: DM
By-Law No: Z.-1-
SUBJECT SITE
1:2,000
0 10 20 40 60 80
Meters

Bill No. 164
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2170 Wharncliffe Road South.

WHEREAS Cedar Auto London Limited has applied to rezone an area of land located at 2170 Wharncliffe Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Section Number 50.2(72) of the Temporary Use (T) Zone is amended by adding the following subsection to the existing text, for the property known municipally as 2170 Wharncliffe Road South:

72) T-72
This Temporary Use is hereby extended for an additional two (2) years beginning April 23, 2019.

2. The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

3. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

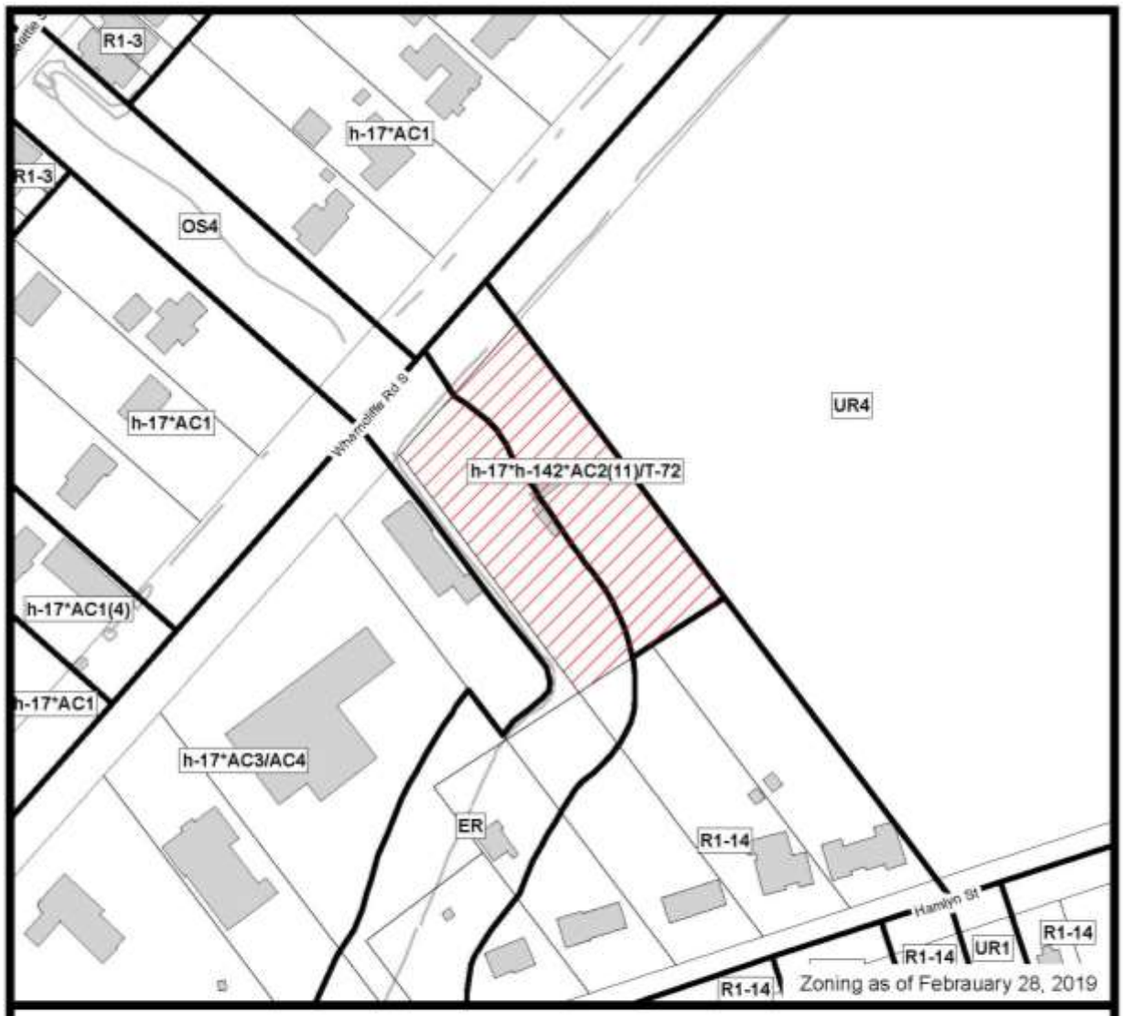
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

SCHEDULE "A"



COUNCIL APPROVED ZONING FOR THE SUBJECT SITE:

1) *LEGEND FOR ZONING BY-LAW Z-1*

R1 - SINGLE DETACHED DWELLINGS
R2 - SINGLE AND TWO UNIT DWELLINGS
R3 - SINGLE TO FOUR UNIT DWELLINGS
R4 - STREET TOWNHOUSE
R5 - CLUSTER TOWNHOUSE
R6 - CLUSTER HOUSING ALL FORMS
R7 - SENIOR'S HOUSING
R8 - MEDIUM DENSITY/LOW RISE APTS.
R9 - MEDIUM TO HIGH DENSITY APTS.
R10 - HIGH DENSITY APARTMENTS
R11 - LODGING HOUSE

DA - DOWNTOWN AREA
RSA - REGIONAL SHOPPING AREA
CSA - COMMUNITY SHOPPING AREA
NSA - NEIGHBOURHOOD SHOPPING AREA
BDC - BUSINESS DISTRICT COMMERCIAL
AC - ARTERIAL COMMERCIAL
HS - HIGHWAY SERVICE COMMERCIAL
RSC - RESTRICTED SERVICE COMMERCIAL
CC - CONVENIENCE COMMERCIAL
SS - AUTOMOBILE SERVICE STATION
ASA - ASSOCIATED SHOPPING AREA COMMERCIAL

OR - OFFICE/RESIDENTIAL
OC - OFFICE CONVERSION
RO - RESTRICTED OFFICE
OF - OFFICE

RF - REGIONAL FACILITY
CF - COMMUNITY FACILITY
NF - NEIGHBOURHOOD FACILITY
HER - HERITAGE
DC - DAY CARE

OS - OPEN SPACE
CR - COMMERCIAL RECREATION
ER - ENVIRONMENTAL REVIEW

OB - OFFICE BUSINESS PARK
LI - LIGHT INDUSTRIAL
GI - GENERAL INDUSTRIAL
HI - HEAVY INDUSTRIAL
EX - RESOURCE EXTRACTIVE
UR - URBAN RESERVE

AG - AGRICULTURAL
AGC - AGRICULTURAL COMMERCIAL
RRC - RURAL SETTLEMENT COMMERCIAL
TGS - TEMPORARY GARDEN SUITE
RT - RAIL TRANSPORTATION

"h" - HOLDING SYMBOL
"D" - DENSITY SYMBOL
"H" - HEIGHT SYMBOL
"B" - BONUS SYMBOL
"T" - TEMPORARY USE SYMBOL

CITY OF LONDON

PLANNING SERVICES / DEVELOPMENT SERVICES

ZONING
BY-LAW NO. Z.-1
SCHEDULE A

THIS MAP IS AN UNOFFICIAL EXTRACT FROM THE ZONING BY-LAW WITH ADDED NOTATIONS

FILE NO:
TZ-8999 BD

MAP PREPARED:
2019/03/18 rc

1:2,000
0 10 20 40 60 80
Meters

Bill No. 165
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1201 Huron Street.

WHEREAS Agathos Dentistry has applied to rezone an area of land located at 1201 Huron Street, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

NOW 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 1201 Huron Street, as shown on the attached map comprising part of Key Map No. A103, from a Residential R1 (R1-9) Zone to a Residential R1/Office Conversion Special Provision (R1-9/OC3(_)) Zone.

2. Section Number 17.3 c) of the Office Conversion (OC3) Zone is amended by adding the following Special Provision:

OC3(_) 1201 Huron Street

a) Permitted Uses:

i) A medical/dental office in an existing building with or without dwelling units

b) Regulations:

i)	Parking Area Setback (Minimum):	0 metres (0 feet)
ii)	Interior Side Yard Depth (Minimum):	1.2 metres (3.9 feet)
iii)	Exterior Side Yard Depth (Minimum):	4.1 metres (13.4 feet)
iv)	Parking Area Coverage (Maximum):	36%
v)	Lot Frontage (Minimum):	17.9 metres (58.7 feet)

3. The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This 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. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

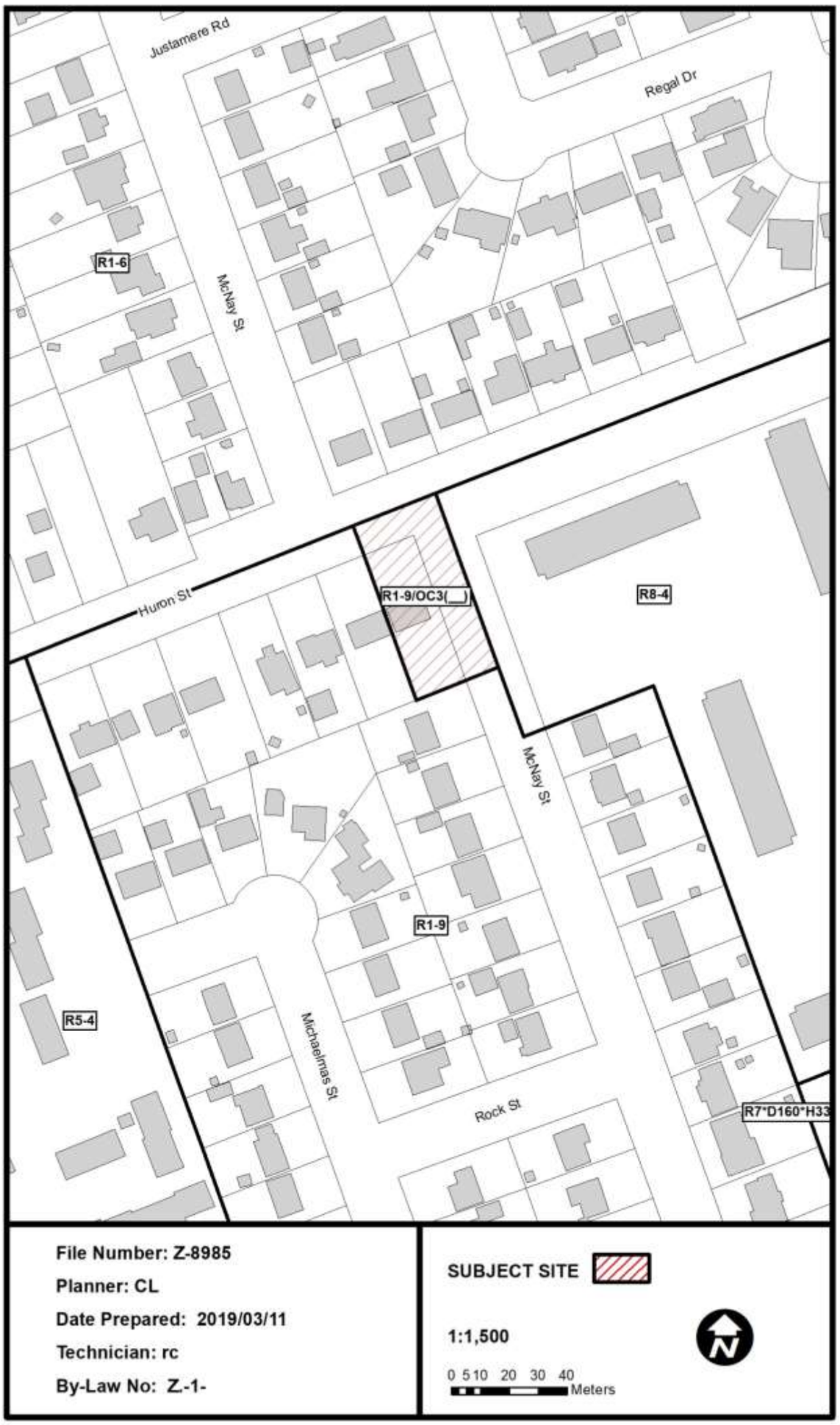
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

SCHEDULE "A"


Justamere Rd
Regal Dr
R1-6
McNay St
Huron St
R1-9/OC3(__)
R8-4
McNay St
R1-9
R5-4
Michaelmas St
Rock St
R7*D160*H33
File Number: Z-8985
Planner: CL
Date Prepared: 2019/03/11
Technician: rc
By-Law No: Z.-1-
SUBJECT SITE
1:1,500
0 5 10 20 30 40
Meters

Bill No. 166
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone a portion of an area of land located at 6682 Fisher Lane.

WHEREAS Joe Marche and Monique Rodriguez have applied to rezone a portion of the property located at 6682 Fisher Lane as shown on the map attached as Schedule “A” to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Schedule “A” to By-law No. Z.-1 as amended, is amended by changing the zoning applicable to a portion of the lands located at 6682 Fisher Lane as shown on the map attached as Schedule “A” to this by-law from an Agricultural AG (AG2) Zone and an Environmental Review (ER) Zone to an Agricultural Special Provision/ Temporary (AG2(_)/T-_) Zone and an Environmental Review (ER) Zone

2. Section Number 45.4 of By-law No. Z.-1, as amended being the Agricultural AG2 Zone is amended by adding the following Special Provisions:

AG2(_) 6682 Fisher Lane

a) Additional Permitted Use:

i) Single Detached Dwelling

b) Additional Regulations:

i)	Lot Area (Minimum):	4,437 m^2 (47,759.5 ft^2)
ii)	Lot Frontage (Minimum):	209 metres (685.7 feet)
iii)	Front Yard Depth (Minimum):	18 metres (59 feet)
iv)	Rear Yard Depth (Minimum):	0 metres (0 feet)
v)	Interior Side Yard Depth (Minimum):	0 metres (0 feet)
vi)	Driveway Width (Maximum):	22 metres (72 feet)
vii)	Rear Yard Setback for an Unenclosed Deck (Minimum):	0 metres (0 feet)

3. Section Number 50.2 of the Temporary (T) Zone is amended by adding the following subsection for a portion of lands known municipally as 6682 Fisher Lane:

T-__ 6682 Fisher Lane

A portion of lands located at 6682 Fisher Lane, may be occupied by two (2) single detached dwellings and may be permitted a maximum lot coverage of 12% for a temporary period not exceeding six (6) months from the date of the passing of the by-law beginning April 23, 2019.

4. 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.

5. 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. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

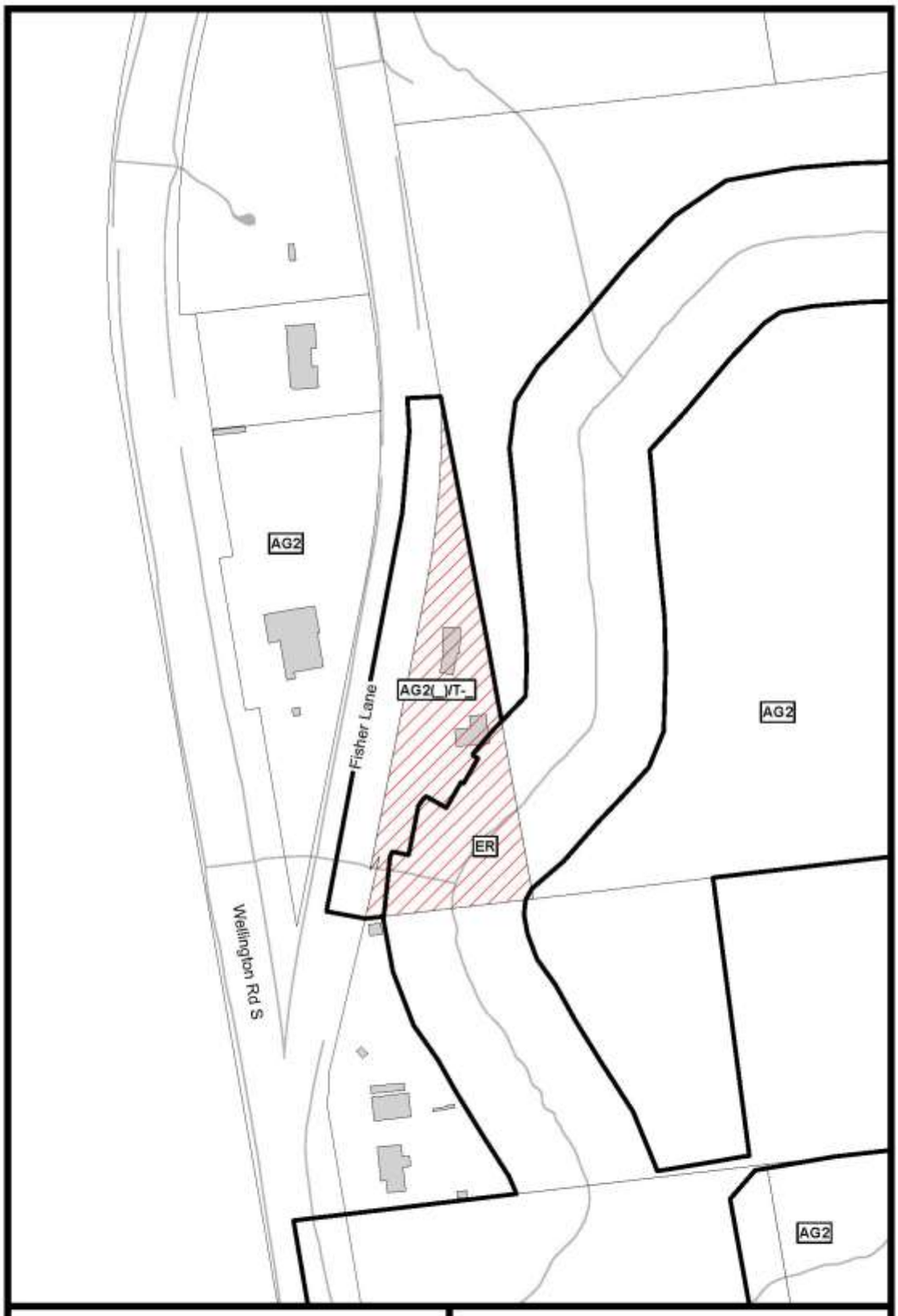
PASSED in Open Council on April 23, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – April 23, 2019
Second Reading – April 23, 2019
Third Reading – April 23, 2019

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9002
Planner: MS
Date Prepared: 2019/03/19
Technician: rc
By-Law No: Z.-1-

SUBJECT SITE

1:2,000

0 10 20 40 60 80
Meters