

Council Minutes

The 11th Meeting of City Council
May 7, 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, S. Corman, B. Coxhead, S. Datars Bere, M. Geudens, G. Kotsifas, H. Machel, S. Mathers, P. McKague, B. O'Hagan, M. Ribera, C. Saunders, C. Smith, S. Stafford, B. Warner and B. Westlake-Power.
The meeting is called to order at 4:02 PM.

1. Disclosures of Pecuniary Interest

None.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: J. Helmer

Seconded by: A. Kayabaga

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/Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.1/11/CSC)

4.2 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. (6.2/11/CSC)

4.3 Added – 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.
(6.3/11/CSC)

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 4:12 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 4:32 PM, with Mayor E. Holder in the Chair and all Members present.

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

5.1 10th Meeting held on April 23, 2019

Motion made by: P. Van Meerbergen

Seconded by: S. Lewis

That the Minutes of the 10th Meeting held on April 23, 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. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: M. van Holst

Seconded by: S. Lewis

That the added communication from Councillor M. van Holst, with respect to full-time, daytime Council, BE RECEIVED and BE REFERRED as noted on the added agenda.

Yeas: (14): 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. Pelosa, and S. Hillier

Nays: (1): A. Kayabaga

Motion Passed (14 to 1)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 11th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 11th Report of the Corporate Services Committee BE APPROVED, excluding Item 5 (4.1).

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. Pelosa, 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. (2.2) Year 2019 Education Tax Rates (Relates to Bill No. 176)

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 Education Tax Rates:

- a) the proposed by-law to levy education tax rates for 2019, as appended to the staff report dated April 30, 2019, BE INTRODUCED at the Council meeting of May 7, 2019; and
- b) the Mayor BE REQUESTED to send a letter to the Minister of Finance, on behalf of City Council, requesting further clarification with respect to the long term intention of the current government with respect the business education property tax cuts that were temporarily frozen with the 2012 Provincial budget.

Motion Passed

3. (2.3) Report of the Federation of Canadian Municipalities Board of Directors Meeting - Penticton, BC - March 12-15, 2019

Motion made by: J. Morgan

That the communication dated April 9, 2019, from Councillor J. Morgan, regarding the Federation of Canadian Municipalities Board of Directors meeting held March 12-15, 2019 in Penticton, BC, BE RECEIVED for information.

Motion Passed

4. (2.1) Year 2019 Tax Policy (Relates to Bill No.'s 171, 172, 173, 174 and 175)

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 property taxation for 2019:

- a) the by-law, as appended to the staff report dated April 30, 2019 as Appendix A, BE INTRODUCED at the Council meeting to be held on May 7, 2019, to set tax ratios for property classes in 2019; it being noted that this by-law is in keeping with the option AB2 selected by the Municipal Council from Schedule "B" appended to the staff report dated April 30, 2019 and reflective of committee recommendation in accordance with Sub-sections 308(4) and 308.1(4) of the Municipal Act, 2001;
- b) the by-law, as appended to the staff report dated April 30, 2019 as Appendix B, BE INTRODUCED the Municipal Council meeting to be held on May 7, 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the Municipal Act, 2001;

c) the by-law, as appended to the staff report dated April 30, 2019 as Appendix C, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the Municipal Act, 2001 for eligible property classes;

d) the by-law, as appended the staff report dated April 30, 2019 as Appendix D, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the Municipal Act, 2001; and

e) the by-law, as appended to the staff report dated April 30, 2019 as Appendix E, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to opt to use certain subsections of section 329.1 of the Municipal Act, 2001, in the calculation of taxes in the commercial, industrial and multi-residential property classes.

Motion Passed

5. (4.1) Full-Time Councillors for Next Term of Council

Motion made by: J. Morgan

That the communication dated April 8, 2019 from Councillor M. van Holst with respect to full-time Councillors for the next term BE RECEIVED for information.

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. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Amendment:

Motion made by: M. van Holst

Seconded by: S. Lewis

Add a new part b), as follows:

“b) the governance working group BE TASKED to discuss the virtues of daytime meetings, with the exception of public participation meetings, for next term and provide a recommendation for further discussion at SPPC.”

Yeas: (7): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, E. Pelozo, and S. Hillier

Nays: (8): Mayor E. Holder, M. Salih, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

Motion Failed (7 to 8)

8.2 8th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 8th Report of the Planning and Environment Committee BE APPROVED, excluding Item 7 (3.3).

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) 5th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 5th Report of the Environmental and Ecological Advisory Committee, from its meeting held on March 21, 2019:

a) the following actions be taken with respect to the Parks and Recreation Master Plan:

i) a Working Group BE ESTABLISHED consisting of S. Hall, S. Levin and R. Trudeau, to review and provide comments to the Civic Administration prior to April 23, 2019; and,

ii) the Environmental and Ecological Planning Advisory Committee (EEPAC) BE GRANTED delegation status when the Parks and Recreation Master Plan is presented to the Community and Protective Services Committee;

it being noted that the EEPAC reviewed and received the following with respect to this matter:

- the presentation from A. Macpherson, Division Manager, Parks Planning and Operations and S. Stafford, Managing Director, Parks and Recreation appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee;

- the Children & Nature Facts from A. Macpherson, Division Manager, Parks Planning and Operations appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee; and,

- a communication from A. Macpherson with respect to responses to the EEPAC comments on this matter;

b) the Project Managers BE REQUESTED to advise the Environmental and Ecological Planning Advisory Committee (EEPAC) of the correlation between the Dingman Creek Subwatershed Study and the Municipal Class Environmental Assessment currently being undertaken; it being noted that the EEPAC reviewed and received the Notice of Study Commencement for Dingman Drive East of Wellington Road to Highway 401 and area intersections Municipal Class Environmental Assessment, from M. Elmadhoon, Project Manager, The

Corporation of the City of London and P. McAllister, Project Manager, AECOM Canada Ltd;

c) the following actions be taken with respect to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road:

i) B. Krichker BE INCLUDED in the Environmental and Ecological Planning Advisory Committee (EEPAC) existing Working Group; and,

ii) the Working Group comments relating to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road BE POSTPONED to the next EEPAC meeting to allow the EEPAC to meet with staff;

d) the following actions be taken with respect to the communication dated April 8, 2019, from T. Cooke, Executive Director, Invasive Species Centre, congratulating the City of London on their excellent work on the London Invasive Plant Management Strategy:

i) the Civic Administration BE CONGRATULATED on their achievement; and,

ii) the above-noted communication BE RECEIVED;

e) clauses 1.1, 2.2, 3.1 to 3.5, inclusive, 3.7, 5.1 and 5.2 and 6.2, BE RECEIVED for information.

Motion Passed

3. (2.3) Victoria on the River Draft Plan of Subdivision - Request for Extension of Draft Plan Approval 39T-09502

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application by Sifton Properties Limited, relating to lands located south of the south branch of the Thames River, west of Hamilton Road, and north of Commissioners Road East, legally described as Part of Lots 8, 9, 10 Concession 1 and Part of Lots 8 and 9 Broken Front Concession "B" and Part of the Road Allowance between Concession 1 and Broken Front Concession "B" (Geographic Township of Westminster), in the City of London, the Approval Authority BE REQUESTED to approve a two (2) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-09502, SUBJECT TO the revised conditions contained in Schedule "A" 39T-09502 appended to the staff report dated April 29, 2019. (2019-D19)

Motion Passed

4. (2.2) Local Planning Appeal Tribunal Process Update Report

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, and the Managing Director, Development and Compliance Services and Chief Building Official, the following

actions be taken with respect to the Local Planning Appeal Tribunal process update:

- a) the staff report dated April 29, 2019, entitled “Local Planning Appeal Tribunal Process Update Report” BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to implement the processes outlined in the report noted in clause a) above; and,
- c) the attached, revised, illustration with respect to how planning recommendations are formed BE RECEIVED for information. (2019-L01)

Motion Passed

5. (3.1) Community Improvement Plan (CIP) Study Request of the Argyle BIA and Surrounding Area

Motion made by: A. Hopkins

That the delegation by R. Sidhu, Executive Director, Argyle Business Improvement Area, with respect to their request for a Community Improvement Plan study to be undertaken for the Argyle Business Improvement Area and surrounding areas BE POSTPONED to a future Planning and Environment Committee meeting. (2019-D09)

Motion Passed

6. (3.2) Application - 3900 Scotland Drive, 3777 Westminister Drive and 5110 White Oak Road (Z-8992) (Relates to Bill No. 180)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application by John Aarts Group, relating to the properties located at 3900 Scotland Drive, 3777 Westminister Drive and 5110 White Oak Road, the proposed by-law appended to the staff report dated April 29, 2019 BE INTRODUCED at the Municipal Council meeting to be held on May 7, 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 Open Space (OS4) Zone, Environmental Review (ER) Zone, and Resource Extraction (EX) Zone TO an Open Space (OS4) Zone, Environmental Review (ER) Zone, Resource Extraction (EX) Zone and holding Resource Extraction (h-__*EX1) Zone;

it being noted that the Planning and Environment Committee reviewed and received the following petitions with respect to this matter:

- a petition signed by approximately 31 individuals requesting to change Westminister Drive from Wellington Road to White Oak Road to no truck route; and,
- a petition signed by approximately 38 individuals with expressing opposition to the application;

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 policies of The London Plan;
- the requested amendment is in conformity with the policies of the 1989 Official Plan; and,
- the requested amendment will facilitate the addition of a use that is complementary and accessory to the existing aggregate resource extraction operation. (2019-D09)

Motion Passed

8. (4.1) Lambeth Main Streetscape Master Plan Concept and Background Document

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Lambeth Main Street Streetscape Master Plan Concept:

- a) the Lambeth Main Street Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019, as Appendix “A”, BE RECEIVED for information;
- b) the Lambeth Main Street Streetscape Master Plan Concept appended to the staff report dated April 29, 2019, as Appendix “B”, BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,
- c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Lambeth Main Street Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

Motion Passed

9. (4.2) Hamilton Road Streetscape Master Plan Concept Background Document

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Hamilton Road Streetscape Master Plan Concept:

- a) the Hamilton Road Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019 as Appendix “A”, BE RECEIVED for information;
- b) the Hamilton Road Streetscape Master Plan Concept appended to the staff report dated April 29, 2019 as Appendix “B”,

BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,

c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Hamilton Road Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

Motion Passed

7. (3.3) Victoria Park Secondary Plan - Status Update and Draft Secondary Plan Principles (O-8978)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the Draft Principles for the Victoria Park Secondary Plan BE ENDORSED; it being noted that staff will continue to work with consultants, stakeholders, property owners, and other interested parties to develop the Secondary Plan;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated April 11, 2019, from T. Squire-Smith, Chief Operating Officer, Refcio & Associates;
- a communication dated April 25, 2019, from S. Stapleton, Vice-President, Auburn Developments; and,
- a communication dated April 26, 2019, from K. Muir, Senior Planner, GSP Group Inc.;

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)

Yeas: (8): M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelosa, and A. Kayabaga

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

Motion Passed (8 to 7)

8.3 2nd Report of the Audit Committee

Motion made by: J. Helmer

That the 2nd Report of the Audit 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. Pelosa, 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

2. (4.1) Internal Audit Summary Update

Motion made by: J. Helmer

That the memo dated April 5, 2019, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

3. (4.2) Observation Summary as at April 5, 2019

Motion made by: J. Helmer

That the Observation Summary from Deloitte, as of April 5, 2019, BE RECEIVED.

Motion Passed

4. (4.3) June 2017 - December 2018 Internal Audit Dashboard as at April 5, 2019

Motion made by: J. Helmer

That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of April 5, 2019, BE RECEIVED.

Motion Passed

5. (4.4) ITS Portfolio Management and Project Management - Methodology Maturity

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Methodology, audit performed September to October 2018, issued April 2019, BE RECEIVED.

Motion Passed

6. (4.5) ITS Portfolio Management and Project Management - Project Compliance

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Project Compliance, audit performed September to October 2018, issued March 2019, BE RECEIVED.

Motion Passed

7. (4.6) Housing Administration Process Assessment

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the Housing Administration Process Assessment, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.

Motion Passed

8. (4.7) Health and Safety Management Systems

Motion made by: J. Helmer

That the Internal Audit Report from Deloitte with respect to the Health and Safety Management Systems, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.

Motion Passed

9. (4.8) 2019-2021 Internal Audit Plan

Motion made by: J. Helmer

That the 2019-2021 Internal Audit Draft Plan from Deloitte dated April 5, 2019, BE APPROVED.

Motion Passed

9. Added Reports

9.1 10th Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: E. Pelosa

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 Sovereign Road, being part of the Trafalgar Industrial Park Phase III, containing an area of approximately 3.4 acres, being composed of Lot 28 of Plan 33M-251 and municipally known as 585 Sovereign Road, outlined on the sketch attached hereto as Appendix “B”, the offer submitted from Equals Brewing under the corporate name Southwest Sun Property Corp. (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$221,000.00 (reflecting a sale price of \$65,000.00 per acre), attached hereto as Appendix “C” BE ACCEPTED; subject to the following conditions:

- a) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at Purchaser’s own expense;
- b) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to conduct environmental inspections and investigations of the property satisfactory to the Purchaser;

- d) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out geotechnical investigations of the property satisfactory to the Purchaser;
- e) the Purchaser be allowed, within ninety (90) days to determine the financial feasibility of the Purchaser's intended use of the property satisfactory to the Purchaser; and
- f) the Purchaser acknowledges and accepts the property in an 'as-is' condition.

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: P. Van Meerbergen
Seconded by: S. Hillier

That Introduction and First Reading of Bill No.'s 170 to 180, and the Added Bill No. 181, 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. Lewis
Seconded by: J. Helmer

That Second Reading of Bill No.'s 170 to 180, and the Added Bill No. 181, 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. Turner
Seconded by: S. Lehman

That Third Reading and Enactment of Bill No.'s 170 to 180, and the Added Bill No. 181, 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 as By-laws of The Corporation of the City of London:

Bill No. 170By-law No. A.-7846- 128	A by-law to confirm the proceedings of the Council Meeting held on the 7th day of May, 2019. (City Clerk)
Bill No. 171By-law No. A.-7847- 129	A by-law setting tax ratios for property classes in 2019. (2.1a/11/CSC)
Bill No. 172By-law No. A.-7848- 130	A by-law to opt to have Section 8.0.2 of Ontario Regulation 73/03, as amended, apply within the City of London for the year 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the Municipal Act, 2001. (2.1b/11/CSC)
Bill No. 173By-law No. A.-7849- 131	A by-law to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the Municipal Act, 2001 for eligible property classes. (2.1c/11/CSC)
Bill No. 174By-law No. A.-7850- 132	A by-law to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the Municipal Act, 2001. (2.1d/11/CSC)
Bill No. 175By-law No. A.-7851- 133	A by-law to opt to use certain subsections of section 329.1 of the Municipal Act, 2001, as amended, in the calculation of taxes in the commercial, industrial, and multi-residential property classes. (2.1e/11/CSC)
Bill No. 176By-law No. A.-7852- 134	A by-law levying rates for 2019 for school purposes in the City of London. (2.2/11/CSC)
Bill No. 177By-law No. A.-7853- 135	A by-law levying tax rates for property classes in 2019. (4.8/5/SPPC)
Bill No. 178By-law No. S.-6003- 136	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wharncliffe Road, from Oxford Street West to Essex Street) (City Surveyor - for road widening purposes on Wharncliffe Road for the Western Road Widening and Improvement Project (TS 1489-1))
Bill No. 179By-law No. W.- 5581(a)-137	A by-law to amend by-law No. W.-5581-134 entitled, "A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements. (Project No. TS1134)". (2.1/8/CWC)

Bill No. 180By-law No. Z.-1- 192744	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3900 Scotland Drive, 3777 Westminster Drive, and 5110 White Oak Road. (3.2/8/PEC)
Bill No. 181By-law No. A.-7854- 138	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Southwest Sun Property Corp., for the sale of the City owned industrial land, described as Lot 28 of Plan 33M - 251, being part of Trafalgar Industrial Park, Phase III and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/11/CSC)

14. Adjournment

Motion made by: S. Lewis
Seconded by: E. Pelosa
That the meeting adjourn.

Motion Passed

The meeting adjourned at 5:50 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

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. Pelosa, 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. Pelosa, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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 and City 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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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 Intelligencia
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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelosa, 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 I

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 an 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. Pelozo, 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. Pelozo, 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. Pelozo

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. Pelozo, 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. Pelozo, 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. Pelozo, and S. Hillier

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

Motion Passed (13 to 2)

Motion made by: E. Pelozo
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. Pelozo, 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. Pelozo, 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. Pelozo, 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. Pelozza, A. Kayabaga, and S. Hillier

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

Motion Passed (12 to 3)

Motion made by: E. Pelozza
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. Pelozza, 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

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)	<u>\$15,134,000</u>
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
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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 *	<u>- \$23,867,350</u>
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)	<u>- \$17,448,457</u>
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



Appendix "D"
Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: ~~JOHN HENRY ESLER~~ ^{HENRY JOHN 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 LONDON, COUNTY OF MIDDLESEX BEING PIN 081970279 together as highlighted in red and shown in Schedule "A" (the "Property").

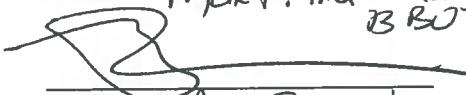
1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR MILLION TWO HUNDRED AND FORTY-ONE THOUSAND AND FIFTY DOLLARS CDN (\$4,241,050) payable as follows:
 - 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 <u>Max Prince - Lawyer</u> BBO	<u>Henry John Esler</u> John Henry Esler	<u>Apr 4/19</u> Date
 Witness <u>Max Prince - Lawyer</u> BBO	<u>JoAnn Marie Esler</u> JoAnn Marie Esler	<u>April 4 2019</u> Date

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"



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".

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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.

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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".

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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.
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.
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.

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SCHEDULE "C"



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	Postal Code N6M 1C9
City/Town London	Province Ontario		

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 for all tenant obligations under this agreement, including the full amount of rent.

Landlord(s):

Name	Signature	Date (yyyy/mm/dd)

Tenant(s):

Name	Signature	Date (yyyy/mm/dd)
HENRY JOHN ESLER	Henry John Esler	April 4 th 2019
JO-ANN MARIE ESLER	Jo-Ann Marie Esler	April 4 th 2019

Note:
All of the landlords and tenants listed on the first page in Section 1 (Parties to the Agreement) must sign here. The landlord must give a copy of this agreement to the tenant within 21 days after the tenant signs it.

SCHEDULE "C" CONT'D



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 1-800-268-8242
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:

SCHEDULE "C" CONT'D

- 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.

SCHEDULE "C" CONT'D

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.

SCHEDULE "C" CONT'D

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 08-31-2019 and ending on 08-30-2021 (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 ☒ Heat ☒ Water ☒ Hot water heater ☒

(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;

SCHEDULE "C" CONT'D

(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

SCHEDULE "C" CONT'D

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, broom, 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) HE JE

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:

1. The term of this Lease Agreement shall be from ^{1st} May 1, 2020 ~~May 1, 2019~~ until December 31, 2023. INITIALED FOR IDENTIFICATION
HEJF
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. INITIALED FOR IDENTIFICATION
HEJF
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.

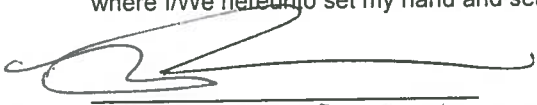
SCHEDULE "D" CONT'D

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



Witness *Max Prince - Lawyer*
BBO



John Henry Esler
Henry John



Jo-Ann Marie Esler

Apr 4/19
Date

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

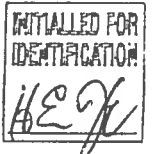
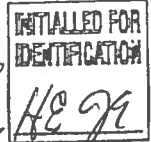
Between: JOHN HENRY ESLER AND JO-ANN MARIE ESLER
(the "Tenant")
and

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:

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.
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.
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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~~ 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 Price-Lynn
BBO

John Henry Esler
Henry John

Date

Apr 4/19

Witness

Max Price-Lynn
BBO

Jo-Ann Marie Esler

Date

April 9/19

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.

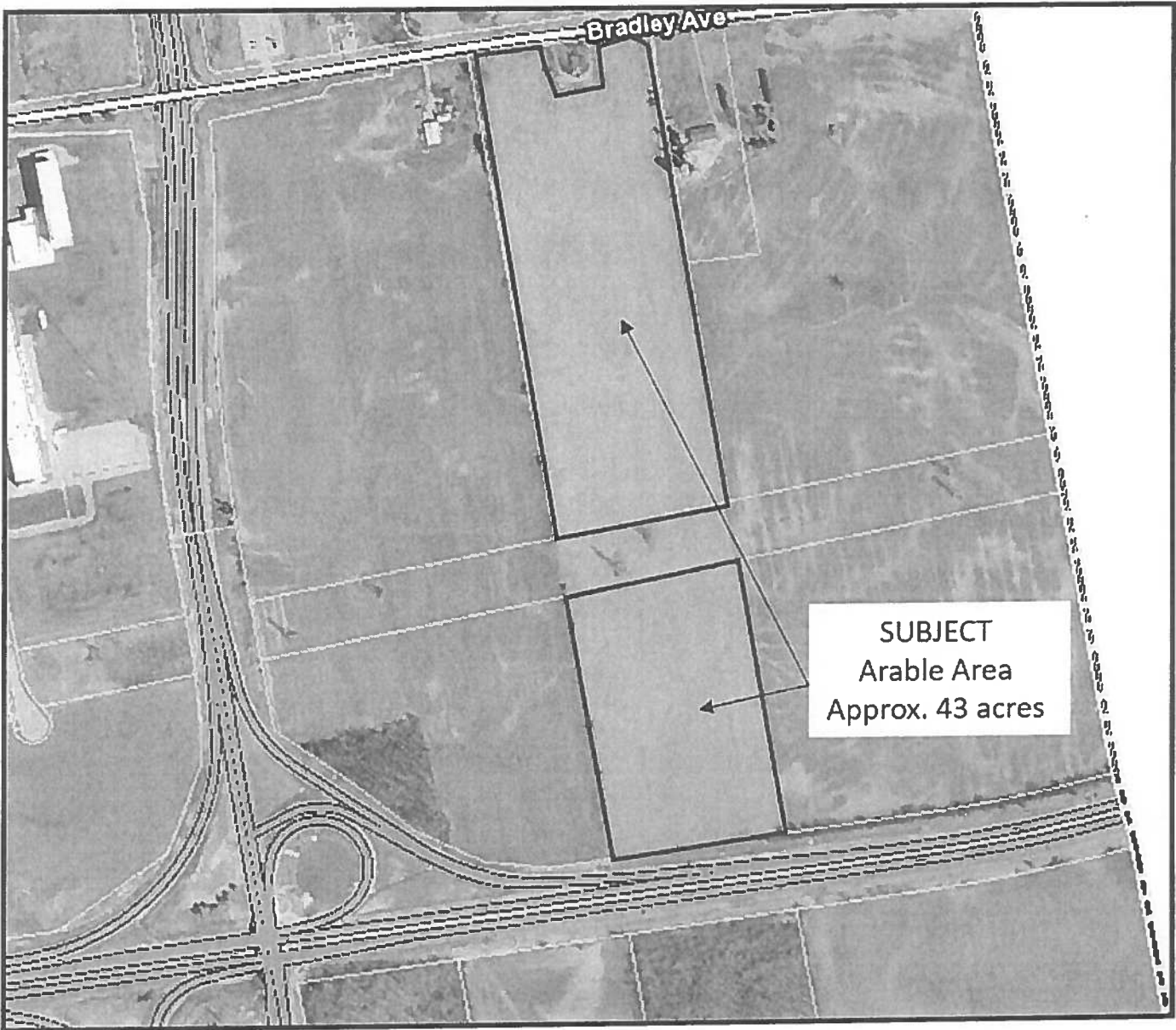
THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "E" CONT'D

SCHEDULE "E1"



SUBJECT
Arable Area
Approx. 43 acres

SCHEDULE "F"

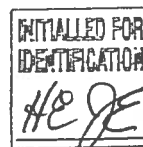
LIST OF VENDOR'S CHATTELS EXCLUDED FROM LAND SALE:

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 may be personal to Henry and Jo-Anne Esler and may not be attached nor affixed to the land or residential/barn structure



APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#19057
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:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
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	<u>\$30,991,062</u>	<u>\$4,297,219</u>	<u>\$35,288,281</u>	<u>\$30,813,638</u>	<u>\$4,474,643</u> 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	<u>\$30,991,062</u>	<u>\$4,297,219</u>	<u>\$35,288,281</u>	<u>\$30,813,638</u>	<u>\$4,474,643</u>

- 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

Full-Time, Daytime Council

Dear Colleagues

Some important ground was covered at the Corporate Services Committee regarding this issue.

The committee was able to establish by consensus (unofficially) that City Councillor is a full-time role in terms of the hours that must be invested to do the job adequately. It was also noted that a compensation review and a ward boundary adjustment are planned for later this term.

However, in our decision tree, the next question to be answered is whether or not it is best for London if councillors hold office hours similar to those of staff. Listed below are some of the potential efficiencies that could be gained as a result:

Some Advantages of a Full-Time, Daytime council.

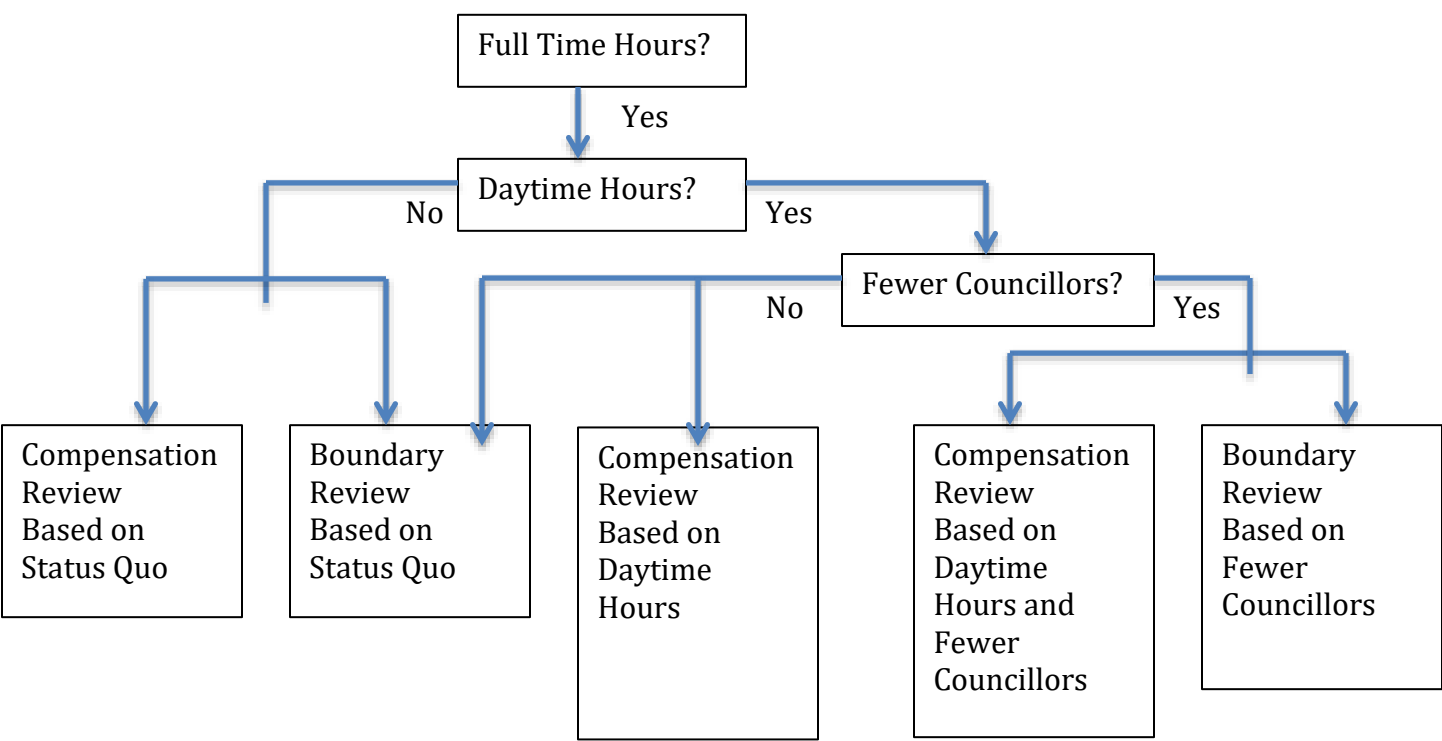
- 1) All councillors will be able to attend all daytime meetings of standing committees, working groups, boards and commissions. They will also be able to participate in council training sessions and important community initiatives such as the Community Drug and Alcohol Strategy.
- 2) The workload on boards and commissions will be more evenly distributed.
- 3) Staff are not required to stay late into the evenings which will result in savings and efficiencies.
- 4) Council will be in a better position to drive change, having more time available to act proactively and a greater ability to establish working groups.
- 5) Work will proceed more quickly because meetings between staff and councillors can be scheduled in a more timely fashion.
- 6) Fewer conflicts of interest will be declared in the meetings.
- 7) Decision-making will not be impaired due to councillors being tired, hungry and cranky late at night.
- 8) Fewer meetings will be cancelled due to lack of quorum.
- 9) There is the opportunity for fewer councillors, which will result in resource efficiencies and faster meetings.
- 10) We may be able to replace standing committees with the committee of the whole, which means debating items only once and not twice.
- 11) With only the committee of the whole, we could move to a one-week cycle and cut the time for approval of some items by half.
- 12) With only the committee of the whole, concerns about illegal meetings will be greatly reduced because the quorum would be much higher.

I brought this forward to committee because I believe that these efficiencies are sufficient to warrant consideration. However, there is also a timeliness that needs to be addressed.

In order to avoid wasted efforts on the part of staff, this decision about daytime hours needs to be made BEFORE we initiate another compensation review.

If we decide to go with daytime hours, the issue of the number of councillors will be raised again. This decision needs to be made before we initiate another compensation review AND before we ask staff to equalize the ward boundaries.

The chart below illustrates the decisions we need to make along and the directions we need to provide.



Because the compensation review and ward boundary adjustment can take a long time and have to be completed well before the next election cycle, we need to have the discussion about day-time hours as soon as possible, especially if we end up asking staff to prepare some kind of report on daytime hours prior to making the decision.

For these reasons, I put forth the following motion:

That the governance working-group be tasked to discuss the virtues of a daytime council for next term and provide a recommendation for further discussion at SPPC.

Sincerely,

Michael van Holst

Corporate Services Committee

Report

11th Meeting of the Corporate Services Committee
April 30, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: Councillor M. van Holst; M. Hayward, A.L. Barbon, B. Card, B. Coxhead, J. Fleming, J. Logan, S. Spring and B. Westlake-Power.

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: A. Kayabaga

Seconded by: S. Hillier

That items 2.2 and 2.3 BE APPROVED.

Yeas: (6): J. Morgan, J. Helmer, P. Van Meerbergen, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.2 Year 2019 Education Tax Rates

Moved by: A. Kayabaga

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to Education Tax Rates:

a) the proposed by-law to levy education tax rates for 2019, as appended to the staff report dated April 30, 2019, BE INTRODUCED at the Council meeting of May 7, 2019; and

b) the Mayor BE REQUESTED to send a letter to the Minister of Finance, on behalf of City Council, requesting further clarification with respect to the long term intention of the current government with respect to the business education property tax cuts that were temporarily frozen with the 2012 Provincial budget.

Motion Passed

2.3 Report of the Federation of Canadian Municipalities Board of Directors Meeting - Penticton, BC - March 12-15, 2019

Moved by: A. Kayabaga

Seconded by: S. Hillier

That the communication dated April 9, 2019, from Councillor J. Morgan, regarding the Federation of Canadian Municipalities Board of Directors meeting held March 12-15, 2019 in Penticton, BC, BE RECEIVED for information.

Motion Passed

2.1 Year 2019 Tax Policy

Moved by: J. Helmer

Seconded 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 property taxation for 2019:

- a) the by-law, as appended to the staff report dated April 30, 2019 as Appendix A, BE INTRODUCED at the Council meeting to be held on May 7, 2019, to set tax ratios for property classes in 2019; it being noted that this by-law is in keeping with the option AB2 selected by the Municipal Council from Schedule “B” appended to the staff report dated April 30, 2019 and reflective of committee recommendation in accordance with Sub-sections 308(4) and 308.1(4) of the *Municipal Act, 2001*;
- b) the by-law, as appended to the staff report dated April 30, 2019 as Appendix B, BE INTRODUCED the Municipal Council meeting to be held on May 7, 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the *Municipal Act, 2001*;
- c) the by-law, as appended to the staff report dated April 30, 2019 as Appendix C, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the *Municipal Act, 2001* for eligible property classes;
- d) the by-law, as appended the staff report dated April 30, 2019 as Appendix D, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the *Municipal Act, 2001*; and
- e) the by-law, as appended to the staff report dated April 30, 2019 as Appendix E, BE INTRODUCED at the Municipal Council meeting to be held on May 7, 2019 to opt to use certain subsections of section 329.1 of the *Municipal Act, 2001*, in the calculation of taxes in the commercial, industrial and multi-residential property classes.

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 Full-Time Councillors for Next Term of Council

Moved by: P. Van Meerbergen

Seconded by: S. Hillier

That the communication dated April 8, 2019 from Councillor M. van Holst with respect to full-time Councillors for the next term BE RECEIVED for information.

Yeas: (4): J. Morgan, P. Van Meerbergen, S. Hillier, and E. Holder

Nays: (2): J. Helmer, and A. Kayabaga

Motion Passed (4 to 2)

5. Deferred Matters/Additional Business

None.

6. Confidential (Enclosed for Members only.)

Moved by: J. Helmer
Seconded by: S. Hillier

That the Corporate Services Committee convene In Closed Session for the purpose of considering the following:

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

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

6.2 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees.

6.3 Added – 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.

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 1:36 PM to 2:38 PM.

7. Adjournment

The meeting adjourned at 2:39 PM.

Planning and Environment Committee

Report

The 8th Meeting of the Planning and Environment Committee
April 29, 2019

PRESENT: Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, P. Squire, S. Turner, Mayor E. Holder

ALSO PRESENT: Councillors E. Peloza and M. van Holst; I. Abushehada, A. Anderson, G. Barrett, M. Davenport, M. Elmadhoon, M. Feldberg, D. Fitzgerald, J.M. Fleming, K. Grabowski, M. Knieriem, G. Kotsifas, P. Kokkoros, C. Lowery, H. Lysynski, H. McNeely, L. Mottram, B. O'Hagan, M. Pease, L. Pompilii, C. Saunders, S. Spring, M. Tomazincic, S. Wise, P. Yanchuk and P. Yeoman

The meeting was called to order at 4:01 PM

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. Cassidy

Seconded by: J. Helmer

That Items 2.1 and 2.3 BE APPROVED.

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

2.1 5th Report of the Environmental and Ecological Planning Advisory Committee

Moved by: M. Cassidy

Seconded by: J. Helmer

That the following actions be taken with respect to the 5th Report of the Environmental and Ecological Advisory Committee, from its meeting held on March 21, 2019:

a) the following actions be taken with respect to the Parks and Recreation Master Plan:

- i) a Working Group BE ESTABLISHED consisting of S. Hall, S. Levin and R. Trudeau, to review and provide comments to the Civic Administration prior to April 23, 2019; and,
- ii) the Environmental and Ecological Planning Advisory Committee (EEPAC) BE GRANTED delegation status when the Parks and Recreation Master Plan is presented to the Community and Protective Services Committee;

it being noted that the EEPAC reviewed and received the following with respect to this matter:

- the presentation from A. Macpherson, Division Manager, Parks Planning and Operations and S. Stafford, Managing Director, Parks and Recreation appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee;
- the Children & Nature Facts from A. Macpherson, Division Manager, Parks Planning and Operations appended to the 5th Report of the Environmental and Ecological Planning Advisory Committee; and,
- a communication from A. Macpherson with respect to responses to the EEPAC comments on this matter;

b) the Project Managers BE REQUESTED to advise the Environmental and Ecological Planning Advisory Committee (EEPAC) of the correlation between the Dingman Creek Subwatershed Study and the Municipal Class Environmental Assessment currently being undertaken; it being noted that the EEPAC reviewed and received the Notice of Study Commencement for Dingman Drive East of Wellington Road to Highway 401 and area intersections Municipal Class Environmental Assessment, from M. Elmadhoon, Project Manager, The Corporation of the City of London and P. McAllister, Project Manager, AECOM Canada Ltd;

c) the following actions be taken with respect to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road:

- i) B. Krichker BE INCLUDED in the Environmental and Ecological Planning Advisory Committee (EEPAC) existing Working Group; and,
- ii) the Working Group comments relating to the Draft Plan of Subdivision and Zoning By-law Amendment for the properties located at 1938 and 1964 Commissioners Road East and 1645 Hamilton Road BE POSTPONED to the next EEPAC meeting to allow the EEPAC to meet with staff;

d) the following actions be taken with respect to the communication dated April 8, 2019, from T. Cooke, Executive Director, Invasive Species Centre, congratulating the City of London on their excellent work on the London Invasive Plant Management Strategy:

- i) the Civic Administration BE CONGRATULATED on their achievement; and,
- ii) the above-noted communication BE RECEIVED;

e) clauses 1.1, 2.2, 3.1 to 3.5, inclusive, 3.7, 5.1 and 5.2 and 6.2, BE RECEIVED for information.

Motion Passed

2.3 Victoria on the River Draft Plan of Subdivision - Request for Extension of Draft Plan Approval 39T-09502

Moved by: M. Cassidy
Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, with respect to the application by Sifton Properties Limited, relating to lands located south of the south branch of the Thames River, west of Hamilton Road, and north of Commissioners Road East, legally described as Part of Lots 8, 9, 10 Concession 1 and Part of Lots 8 and 9 Broken Front Concession "B" and Part of the Road Allowance between Concession 1 and Broken Front Concession "B" (Geographic Township of Westminster),

in the City of London, the Approval Authority BE REQUESTED to approve a two (2) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-09502, SUBJECT TO the revised conditions contained in Schedule “A” 39T-09502 appended to the staff report dated April 29, 2019. (2019-D19)

Motion Passed

2.2 Local Planning Appeal Tribunal Process Update Report

Moved by: S. Turner
Seconded by: J. Helmer

That, on the recommendation of the Managing Director, Planning and City Planner, and the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the Local Planning Appeal Tribunal process update:

- a) the staff report dated April 29, 2019, entitled “Local Planning Appeal Tribunal Process Update Report” BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to implement the processes outlined in the report noted in clause a) above; and,
- c) the attached, revised, illustration with respect to how planning recommendations are formed BE RECEIVED for information. (2019-L01)

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 Delegation - R. Sidhu, Argyle Business Improvement Area - Community Improvement Plan (CIP) Study Request for the Argyle BIA and Surrounding Area

Moved by: S. Turner
Seconded by: M. Cassidy

That the delegation by R. Sidhu, Executive Director, Argyle Business Improvement Area, with respect to their request for a Community Improvement Plan study to be undertaken for the Argyle Business Improvement Area and surrounding areas BE POSTPONED to a future Planning and Environment Committee meeting. (2019-D09)

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

3.2 Public Participation Meeting - Application - 3900 Scotland Drive, 3777 Westminster Drive and 5110 White Oak Road (Z-8992)

Moved by: E. Holder
Seconded by: S. Turner

That, on the recommendation of the Director, Development Services, with respect to the application by John Aarts Group, relating to the properties located at 3900 Scotland Drive, 3777 Westminster Drive and 5110 White Oak Road, the proposed by-law appended to the staff report dated April 29, 2019 BE INTRODUCED at the Municipal Council meeting to be held

on May 7, 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 Open Space (OS4) Zone, Environmental Review (ER) Zone, and Resource Extraction (EX) Zone TO an Open Space (OS4) Zone, Environmental Review (ER) Zone, Resource Extraction (EX) Zone and holding Resource Extraction (h-___*EX1) Zone;

it being noted that the Planning and Environment Committee reviewed and received the following petitions with respect to this matter:

- a petition signed by approximately 31 individuals requesting to change Westminster Drive from Wellington Road to White Oak Road to no truck route; and,
- a petition signed by approximately 38 individuals with expressing opposition to the application;

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 policies of The London Plan;
- the requested amendment is in conformity with the policies of the 1989 Official Plan; and,
- the requested amendment will facilitate the addition of a use that is complementary and accessory to the existing aggregate resource extraction operation. (2019-D09)

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

Additional Votes:

Moved by: M. Cassidy
Seconded by: S. Turner

Motion to open the public participation meeting.

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to close the public participation meeting.

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

3.3 Public Participation Meeting - Victoria Park Secondary Plan - Status Update and Draft Secondary Plan Principles (O-8978)

Moved by: S. Turner

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, the Draft Principles for the Victoria Park Secondary Plan be ENDORSED; it being noted that staff will continue to work with consultants, stakeholders, property owners, and other interested parties to develop the Secondary Plan;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated April 11, 2019, from T. Squire-Smith, Chief Operating Officer, Refcio & Associates;
- a communication dated April 25, 2019, from S. Stapleton, Vice-President, Auburn Developments; and,
- a communication dated April 26, 2019, from K. Muir, Senior Planner, GSP Group Inc.;

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)

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and S. Turner

Nays: (1): E. Holder

Absent: (1): P. Squire

Motion Passed (4 to 1)

Additional Votes:

Moved by: P. Squire

Seconded by: E. Holder

That the draft Victoria Park Secondary Plan BE RECEIVED for information;

it being noted that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated April 11, 2019, from T. Squire-Smith, Chief Operating Officer, Refcio & Associates;
- a communication dated April 25, 2019, from S. Stapleton, Vice-President, Auburn Developments; and,
- a communication dated April 26, 2019, from K. Muir, Senior Planner, GSP Group Inc.;

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)

Yeas: (2): P. Squire, and E. Holder

Nays: (4): A. Hopkins, J. Helmer, M. Cassidy, and S. Turner

Motion Failed (2 to 4)

Moved by: S. Turner
Seconded by: M. Cassidy

Motion to open the public participation meeting.

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (6): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, S. Turner, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 Lambeth Main Streetscape Master Plan Concept and Background Document

Moved by: J. Helmer
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Lambeth Main Street Streetscape Master Plan Concept:

- a) the Lambeth Main Street Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019, as Appendix "A", BE RECEIVED for information;
- b) the Lambeth Main Street Streetscape Master Plan Concept appended to the staff report dated April 29, 2019, as Appendix "B", BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,
- c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Lambeth Main Street Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, S. Turner, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

4.2 Hamilton Road Streetscape Master Plan Concept and Background Document

Moved by: J. Helmer
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, and the Managing Director, Planning and City Planner, the following actions be taken with respect to the Hamilton Road Streetscape Master Plan Concept:

- a) the Hamilton Road Streetscape Master Plan Concept Background Document appended to the staff report dated April 29, 2019 as Appendix “A”, BE RECEIVED for information;
- b) the Hamilton Road Streetscape Master Plan Concept appended to the staff report dated April 29, 2019 as Appendix “B”, BE APPROVED as a plan identifying infrastructure and urban design guidance for future road projects and redevelopment; and,
- c) the Civic Administration BE DIRECTED to initiate an Official Plan amendment in order to add the Hamilton Road Streetscape Master Plan Concept to the list of Council approved Urban Regeneration Guidelines in The London Plan. (2019-D19)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, S. Turner, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

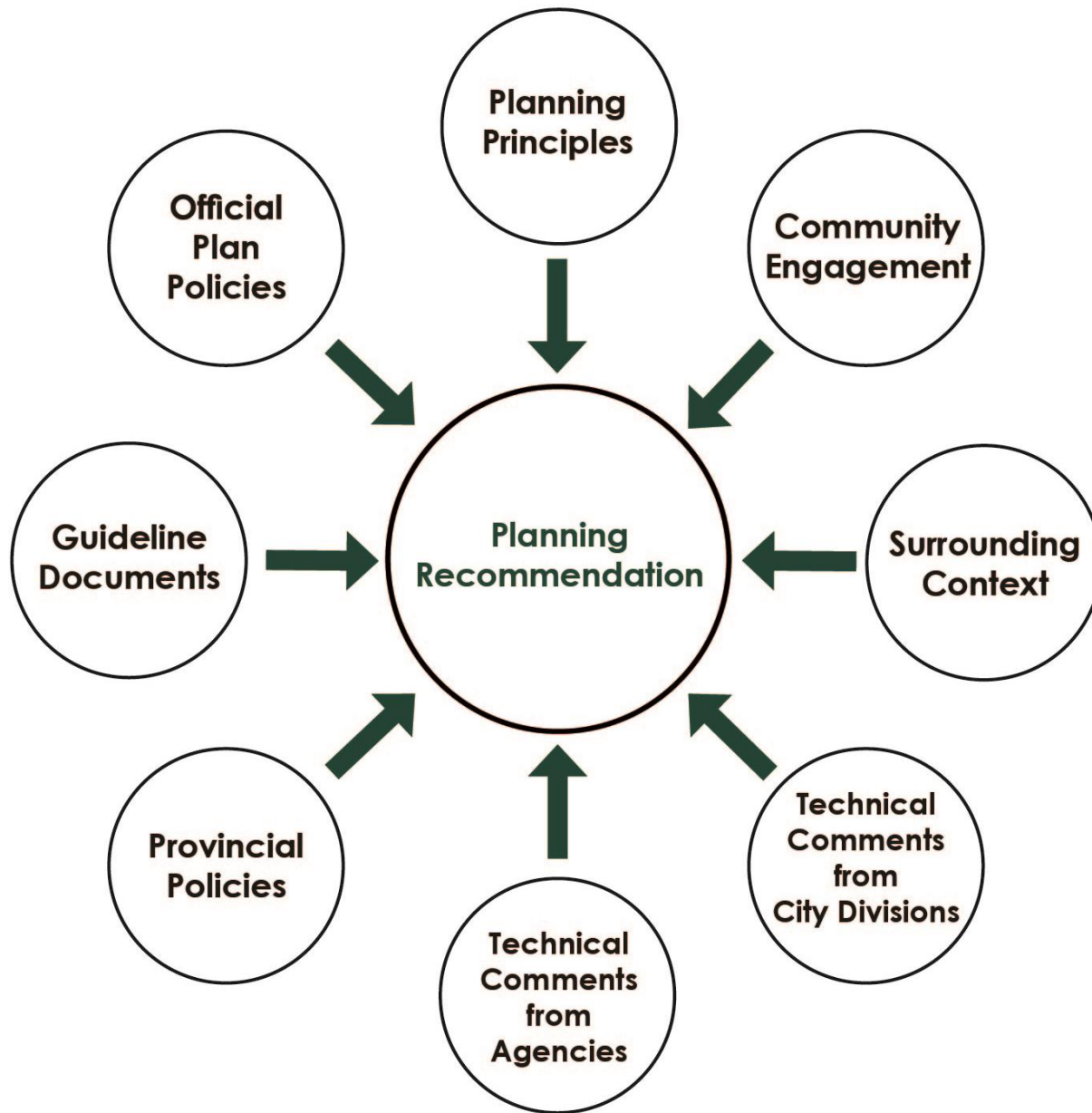
5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 7:00 PM.

Inputs Into Formulation of Planning Recommendations



PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Application – 3900 Scotland Drive, 3777 Westminster Drive and 5110 White Oak Road (Z-8992)

- *(Councillor S. Turner seeking confirmation, he believes that as he read through it, the ecological features, the significant woodland does not contain any provincially significant wetlands or anything like that.);* Ms. C. Lowery, Planner II, responding that it does not.
- Greg Priamo, Zelinka Priamo Ltd., on behalf of the applicants – indicating that he is not going to do a lengthy presentation, staff has done a thorough job in identifying all of the issues as they apply to this site and they are certainly in support of the recommendation they; turning the Planning and Environment Committee's attention to one matter dealing with the draft zoning that has been attached to the report for consideration; advising that staff have prepared the zoning appropriately but they are proposing a holding provision dealing with a geotechnical study on the surrounding road areas; noting that they are on a pretty aggressive time line with this project, they have already filed for site plan pre-consultation and they have a list of issues that were raised through that process that they are working through and in that process they were hoping to submit to staff a submission that the study, as suggested in the pre-consultation conditions, is not required and that they can address those issues through the site plan approval process without that study; pointing out that, as indicated in the staff report, the property is currently licenced for a gravel extraction operation that is licenced for a certain number of truck movements annually and even with these new operations and the scope of the operation on the site right now, they are not approaching the permitted limits of trips generated from this site; indicating that they do not think that it needs to be handled by a holding provision; thinking it can be adequately addressed through the site plan approval process; advising that that would be their preferred option; stating that all they are doing here is preserving the right to make their submissions to staff and see if they can convince them that that study is unnecessary; however, if ultimately, that is the determination, that is the determination; advising that he did provide, as an alternative to staff, a minor rewording of the holding provision that would leave open the option for staff to determine that the study is not required; indicating that it still means that they have to come back and remove the h at some point in the future which can sometimes be problematic when you are trying to move a project through quickly but if it satisfies the concerns of the Traffic Division as an alternative, while not their preference, they would be open to a minor rewording of the holding provision to accommodate the option because the way the holding provision is written right now, it assumes the study will be done and if, for some reason, they were able to convince staff that it did not need to be done, they would still need to address it as a result of the way the holding provision is written; reiterating that he provided staff with a draft wording if it pleases the Planning and Environment Committee to consider that; expressing excitement to proceed with this project. *(Councillor S. Turner wondering about Mr. G. Priamo's comment about the necessity of the geotechnical analysis, wondering if staff could comment on that.);* Mr. M. Elmadhoon, Traffic Planning Engineer, responding that the Transportation staff asked for the geotechnical study basically in relation to Schedule 15 of the Traffic and Parking By-law which states that reduced limits are in effect for these roads including Westminster Drive, White Oak Road and Scotland Drive and the way that this is written right now that the Highway set out in Column 1, in Schedule 15, it says that the limits are restricted to a reduced load of a maximum weight of five tonnes per axle for any vehicle travelling on these highways from March 1 to April 30 so staff has already determined that a geotechnical study is needed because heavy vehicles are not allowed on this road right now and that is why they need the geotechnical study.

- Gary Brown, 35A-59 Ridout Street South – indicating that he was not going to speak on this but he is a bit of an aggregate buff so some things need to be said; pointing out that we have had an entire discussion about an aggregate extraction industry without anybody mentioning the word water and this is an extremely water intensive use, the record of the safety of ground water and the safety of surface water is not that good in the aggregate extraction business; asking for reassurances from staff that this has been looked into; indicating that Council just declared a climate emergency yet we are talking about widening roads and more trucks and gravel extraction and more water which takes a lot of energy to purify; wondering how we reconcile those things.
- Cam Tilly, 3043 Westminster Drive – expressing concern with the trucks; indicating that the speaker for the company a few minutes ago said that they had not even come close to using up the amount that they are allowed, one every four minutes last Spring, Summer, Fall and into the Winter, he would say that that is far more than the limited amount and if you are going to allow trucks in, there are four residences on Scotland Drive and there is no traffic there; Westminster Drive has roughly one hundred residences and is becoming a race track for motorcycles and a race track for dump trucks; the dump trucks are not the quality that you see on the 401, the dump trucks that they use will be stuff that they have used up on the highway work and now barely pass safety; noting that if they were going down to Putnam, they would be pulled in, the brakes lock up when they are hitting the brakes, oil is all over the road, plus it is just not safe, they live in a residential area and they should be diverted to a different area; noticing on the work up the Ministry said that they wanted to do a check on the new bridge going over it; suspecting that what the traffic underneath does more damage to the bridge than anything going over it; the vibrations all day long from the 401 and 402 are far more destructive than the amount of a truck going over.
- Rob McNeil, 340 Colborne Street – See attached communication.

Dear Committee members,

Thank you for the chance to speak, I hope everyone is feeling well - welcome to the era of climate emergency, as declared by Council last week. My hope is that Council will move to a fuller evaluation of projects proposed, rather than just a narrow rezoning focus.

Water, power, emissions, runoff should all be spelled out clearly in the information provided to the Committee and weighed carefully.

I see little useful data in this proposal - how quickly will it be running and belching toxic chemicals?

What market will it serve? Is it intended to serve the proposed Maple Leaf plant, where J-AAR is doing the earthworks?

Currently that proposal is the subject of both an environmental appeal attempt, and a corporate campaign by the "Stop Maple Leaf Violence" team (go to the Facebook page) - I would caution any company looking at working there to be wary of investing too much time or money in preparing to supply them.

There are significant speciesist, environmental, archeological, human rights and approval issues to be addressed. Companies that contract with Maple Leaf, and suppliers and investors to those companies risk becoming embroiled in delays and becoming targeted themselves.

Maple Leaf lands were rezoned in secret without full information being provided to Council - please don't let that mistake keep being repeated.

Specifically on this proposal:

Concrete and asphalt batching plants can be very large, should not be in floodplains, and are very smelly & toxic.

OMAFRA suggested the need for an official plan amendment, and that enough analysis has not been provided.

Staff response was that "the concerns identified above have been clarified and addressed"

How? What are the answers? May we know please? I echo these concerns - there just isn't enough information here on what is being planned.

My ask is that the Committee refer this proposal back to staff to gather more information on seven areas:

1. The estimated water, energy and emissions from each plant.
2. The estimated odour and noise zone.
3. Quantity of runoff and waste generated and plans for dealing with them.
4. The hours of operation and expected opening date.
5. Clarification over OMAFRA's concerns.
6. Will these plants be subject to Ministry of environment applications
7. The size, capacity and purpose of each plant. Is there a shortage of supply in London, or is this just more intensive resource extraction masked as capitalism ruining the future for our children?

The world is changing - we are under a climate emergency and we can't keep adding more toxic concrete and asphalt plants without close scrutiny of the resources required and the impact on our planet and the community.

Please provide this information to neighbours and to concerned residents of London and schedule a future public participation meeting if you decide to go forward.

I have copies of this presentation to give to the Committee members for consideration.

Thankyou.

Robert McNeil

"Stop Maple leaf Violence" campaign page on Facebook.

PUBLIC PARTICIPATION MEETING COMMENTS

3.3 PUBLIC PARTICIPATION MEETING – Application – Victoria Park Secondary Plan – Status Update and Draft Secondary Plan Principles (O-8978)

- *(Councillor S. Turner indicating that perhaps he missed it in the report, he was looking for it as he read through it but wondering what happens when two Secondary Plans overlap, we have the West Woodfield Secondary Plan which currently exists and the Terms of Reference and the incorporation of this kind of lays over top of West Woodfield so you have potentially two competing Secondary Plans depending on what the outcome of the Secondary Plan was);* Ms. M. Knieriem, Planner II, responding that there is not a Secondary Plan right now for Woodfield, they have a Heritage Conservation District Plan for West Woodfield so they are not proposing to amend that and that really considers those heritage resources and it would still continue to apply and its policies would still continue to apply and would not be in conflict with the Secondary Plan and then there also is a Woodfield neighbourhood specific policy area and we would be looking at that through the Secondary Plan if amendments did need to be made to that they would also be made through this process; *(Councillor S. Turner thanking Ms. M. Knieriem, Planner II, for her response and the correction.)*
- *(Councillor P. Squire asking what may seem like a really obvious question but he wants staff to answer it anyways, we are not here tonight to determine and debate what the Secondary Plan is going to look like, we are just going to talk about some of the principles that staff have generated for the actual creation of the report; wondering if he is right.);* Mr. J.M. Fleming, Managing Director, Planning and City Planner, responding that that is correct; advising that this is a little bit different than some of their other processes; we will often come forward with the draft Plan but there are some circumstances where they do not and that is where issues emerge through the process that they feel they would like to check in with Council to see if they are headed in the right direction; giving an example of that, recently, which was relating to the Old East Village Secondary Plan and the streetscape and how they were dealing with the cycling lanes and there is a check-in process there similar to here, they know how important this is trying to balance the residential amenities, the opportunities for intensification, how they transition from Downtown into a Low-Rise residential area and that is why they are bringing exactly that with these principles so that they can get a sense from Council are they are headed in the right direction but he wants to be clear that there will be a draft Plan coming forward in the future, there will be another engagement process, another opportunity for everyone to check in with something more concrete beyond the principles and then finally for the Planning and Environment Committee's decision following that, a final Plan and, again, they will have the opportunity to make a delegation at that final meeting; *(Councillor Squire indicating that he appreciates that and hopes it frames the conversation that we are going to have that people are not getting to the end point of saying here is what we want in the final Plan and telling them that tonight when they are not even close to being there; thanking Staff for that; advising that the second question is and it may be a little more challenging and it has to do with some of the principles because it is very difficult for him to understand exactly what the principles mean and the one that interests him, it says "the greatest heights for properties surrounding the Park are contemplated for properties in the Downtown and fronting onto Richmond Row transitioning downward towards the Woodfield neighbourhood; understanding the principle but is there any way to tell him or help him with the idea of, giving an example, say you decide you want five storey buildings on Richmond Street, does that automatically mean that everything on the other side have to be less; saying, technically, how does he make a judgement on this principle when he does not know what the heights are that staff is talking about.);* Ms. M. Knieriem, Planner II, responding that the principles themselves are that the Secondary Plan would

look at identifying opportunities for intensification; because this process has been so involved, they thought that it would be good to come for an opportunity and give some of their preliminary thoughts, not seeking endorsement of those preliminary thoughts, but giving something that should Council wish to provide comments that they can utilize in the preparation of their draft Secondary Plan almost as a status update check in; the overall principle is identifying opportunities for intensification and then they thought it might be good to give the Committee a heads up about where they are going with it; Mr. J.M. Fleming, Managing Director, Planning and City Planner, augmenting that by saying that, for example, going from South to North, if you look at the lands to the East side of Wellington Street, right now there is the City Hall site which would be within the Downtown area place type or designation and that does support, currently, towers and as you go north from there, what they are suggesting as a principle is a step down as they go north from there towards the lower rise residential neighbourhood; similarly, along Richmond Street, there is a Rapid Transit Corridor with a Main Street policy within it which allows again for high rise forms of development; noting that is on the West side of the Park as you go further East and North the principle would be going from those high rise forms into the mid and low rise forms; reiterating that the Committee will see how that manifests itself in more detail when they bring forward the draft Secondary Plan so it is understood that they do not know exactly what the level and intensity of that height would be at this point but he certainly has some ideas that they are formulating but just as a principle to understand that that makes sense as they go North and East, as you get closer to the Woodfield neighbourhood that they do what they can to reduce those heights; *(Councillor A. Hopkins indicating that, Mr. J.M. Fleming, Managing Director, Planning and City Planner, she hears you saying that the Plans will be coming forward on how these buildings are going to look like in the draft Secondary Plan coming in June to the Planning and Environment Committee.);* Mr. J.M. Fleming, Managing Director, Planning and City Planner, indicating that they will be bringing forward what he suggests are three different aspects, it will show how the heights of the buildings so the intensity would work going from North to South and West to East, it will show the range of uses, for example, the integration of Commercial or other uses and the form, which he thinks is what a lot of people are interested in as well, and that is the design qualities since they have design guidelines or requirements and policies relating to those buildings to ensure that it is of a quality from a design perspective and meeting those design principles onto the Park and also mitigating impacts on the adjacent surrounding neighbourhood; *(Councillor P. Squire indicating that that does not help him but he will proceed; apologizing for being honest; trying to understand, if you have your principles and they are approved, this is important to him and it is technical because he is looking at decision making; if staff develops their principles and he says that he likes the principles and then staff comes back and he says that he hates how staff have applied their principles and he does not agree with it, is somebody going to have a problem with that and say that he agreed to these principles and they are binding on him.);* Ms. M. Knieriem, Planner II, responding no, this is just looking at the guiding principles and then the specifics in terms of how they are actually implemented is something that they would be discussing when they consider the draft Secondary Plan because then they will have all the details about how they will be implemented because the principles could be interpreted in different ways to different people and she thinks it is completely fair to hear that kind of feedback on the draft Secondary Plan; *(Councillor P. Squire thanking Ms. M. Knieriem, Planner II, for that helpful answer.)*

- *(Councillor A. Hopkins asking staff to speak to who the consultant is on this.);* Mr. J.M. Fleming, Managing Director, Planning and City Planner, responding that Urban Strategies is the consultant as Ms. M. Knieriem, Planner II, pointed out they have done a lot of work across the globe but they also have done work throughout Ontario, midsize cities across the country and they have also done

work in London on a number of different larger studies, they have done work for Western University, etcetera so they are very familiar with the city and they provide a wealth of knowledge and some comparators that they bring to the table that will help them.

- *(Councillor M. van Holst looking at the principles he thinks that they hope development happens; wondering which of these are most likely to encourage development happening.);* Ms. M. Knieriem, Planner II, responding that in terms of encouraging development, the one that would most likely be encourage development is principle six, identifying opportunities for intensification because it gives that certainty, everyone is always concerned about how tall they can develop, what will it look like and by giving certainty, you take away a lot of that back and forth and certainty and clarity are always helpful and can be very encouraging.
- *(Mayor E. Holder indicating that staff referenced City Hall with the twelve storeys, does staff imagine, in terms of this plan, in terms of the draft principles that there would be nothing taller than the twelve storey that City Hall represents as we consider what the boundary corridor is around Victoria Park; noting that he is not talking about the Richmond Street side, he is talking about the other side.);* *(Councillor A. Hopkins clarifying the east side.);* Mr. J.M. Fleming, Managing Director, Planning and City Planner, indicating that the City Hall lands allow currently for a height greater than the current City Hall building so he does not think that in their review that they are limiting themselves in terms of height to the existing City Hall building height; *(Mayor M. Holder indicating that that makes him curious what is the highest allowable on the City Hall lands if you have that at hand.);* Ms. M. Knieriem, Planner II, responding that it is sixty-eight metres, approximately twenty-two storeys is the zoning; in terms of The London Plan it is in the Downtown place type which allows a range of permitted height up to twenty storeys and thirty-five storeys with bonusing; Mr. J.M. Fleming, Managing Director, Planning and City Planner, clarifying that that does not necessarily mean that that is what they would recommend going forward and they will bring that forward.
- AnnaMaria Valastro – speaking to principle 6; informing the Planning and Environment Committee that Victoria Park does not sit due South or due North or due East or due West, it actually sits at an angle to the South point; indicating that those areas along Richmond Street that have been identified where the tallest and most intense buildings will go, they will shadow the Park and before the Committee adopts this principle, they really need to do a shadow report because, as has been mentioned tonight and has been mentioned many times over, often the Committee does not take risks because the Committee is afraid of losing at the Tribunal and this would safeguard losing at the Tribunal that you cross your t's and dot your i's to ensure that sunlight does not cast a long shadow across the Park, open spaces are important places to get sunlight for people that live in high rises and often those open spaces are protected from shadowing so that should be done before the Committee adopts this principle because it is based on an assumption; reminding the Committee that North Talbot has the greatest heritage resources in the entire city and it is next to be studied as a Heritage Conservation District and her hope was that these combined neighbourhoods and Piccadilly is also listed to be studied as they actually foster a true Heritage Conservation District and that is a destination site; like Cabbagetown in Toronto where people actually go to those places to really take a step back into history and go there just for that reason and experience something that they cannot experience anywhere else in the city; reiterating that she is asking that principle six be re-evaluated and a shadow study be done before you adopt that principle because, as it was mentioned, you do not want to lose at the Tribunal and she is asking the Committee to dot their i's and cross their t's before that is adopted.
- Kate Rapson, Woodfield Community Association – advising that the Community Association currently has two hundred eighty-six households in its membership;

noting that they just had an Annual General Meeting and those have been confirmed; indicating that they have approximately seven hundred and eighty-seven followers on their Facebook page; stating that, at their Annual General Meeting, they discussed this at great length, for almost an hour and the general consensus is that the Community Association is in favour of many of the draft secondary principles which include intensification that is in scale with the Park, that it enhance view corridors to Victoria Park from Princess Avenue to Kent Street and continues to protect and enhance the Park, they also support protecting the residential character of Woodfield and respecting and conserving the heritage resources; responding to the draft principles for Victoria Park Secondary Plan, they ask the following as the process moves forward, that the Eastern and Northern lands adjacent to the Park remain as zoned; advising that it is her understanding that they are zoned for Low Density, between five and six storeys; requesting that any exemptions to this zoning and policies in place would allow others to creep in; asking that any infill or new developments be low to mid rise to protect and recognize the Park as a small urban space, it has been compared to other urban spaces such as Central Park which is not a fair comparison; as the city grows up and less outward with more people living Downtown and neighbouring communities green space such as Victoria Park that is protected and accessible becomes even more critical; advising that other cities have in place mechanisms to protect their Downtown urban parks, we can too; asking that all proposed intensification, speaking to principle six specifically, of the lands adjacent to the Park be measured against the impact of the health of the Park and the security to the Heritage Conservation District as well as public access to this small space; asking what the impact would be of several new high rise towers on the music festivals and public events at Victoria Park; if the South end, as Mr. J.M. Fleming, Managing Director, Planning and City Planner, pointed out, under the Downtown Intensification Plan is to be ringed with condominiums and he also said that a lot of the whole area, basically two-thirds of the Park from Wolfe Street down is up to thirty-five storeys which includes bonusing; stating that if that happens there will be condominiums and expensive apartments and she can only imagine that there will be more noise complaints on the festivals so it is something to think about; noting that the City has recently installed a fair bit of infrastructure in Victoria Park to accommodate those festivals with electrical and water and so forth, it would be a shame to lose that; speaking to principle six, while fulfilling the City's intensification goal, they encourage that the Secondary Plan ensure the new towers go where they are appropriate; currently, to her understanding, there are four hundred units under construction in the Downtown area with another three thousand units proposed in buildings also in the Downtown area; advising that this does not include the Auburn Development application at the corner of Wellington Street and Wolfe Street; indicating that there are many empty parking lots throughout the Downtown area where these tall buildings could go; stating that more recently with last week's news about the climate emergency, she is wondering what London's response to that will be and will it include impacts or changes to built form, for instance, thinking of wind studies or heat generation from hard surfaces such as buildings and concrete; if thirty-five storey buildings were to ring the Park how would wind and heat patterns change their experience of the Park for not only residents but the forest and the trees; thanking staff and the Committee for doing this, it is really important and she is happy that the City staff is doing the Secondary Plan.

- Matthew Hendry, Ward 7 – speaking to principle six of the Secondary Plan for Victoria Park, he would like to thank the resident opposite for her statement and to add to that Victoria Park has over fifty-two out of London's one hundred eighty festivals every year; remembering participating in the barefoot walk for the children for the past three to four years in a row and he happens to know from that and other events including Ribfest and Sunfest how important it is and central it is to bring our community together; if we do not place a limit on the height for the apartment buildings that are proposed for Victoria Park, if we do

not place zoning limits, we risk turning Victoria Park into a fish bowl and on this as well as other issues including the One River development plan, we frankly need to turn our record from having London placed as an environmental smog shack into London being the green and crystal jewel that it can be; advising that the worst thing that the Strategic Plan and the Budget can do right now in terms of London's environmental record is to not have any limitations on these apartment buildings and to roll back the ribbon at the Thames River; stating that the best thing that we can do for the future is to include the ribbon at the Thames River and to include these limitations on the apartment buildings at Victoria Park; believing that, further to this, we need to keep in mind that while our homelessness crisis is not a secret, what is a secret is the number of solutions that are going unused; highlighting the Ontario Renovates fund, the Reserve fund, Housing First, Compassionate Housing Complexes as a few of the significant plans needed to be used to address this crisis; while we continue to have roofs over our heads eight hundred of our fellow Londoners are living on the streets and we are in a watershed moment for social justice in the community; to move this forward is to move forward on empathy.

- Melanie Horton, Registered Professional Planner and McMichael Ruth, Architect, Tillman Ruth Robinson, on behalf of Farhi Holdings Corporation – showing an image with the south end facing Central Avenue and the Woodfield residential area to the north end of the slide and to the west of course some of the different higher buildings along Pall Mall Street; understanding that the proposed Secondary Plan for Victoria Park will attempt to rationalize some of the overlapping and competing policy objectives that apply to the areas surrounding the park; indicating that in the staff presentation, staff described some of those earlier; the Secondary Plan will have an opportunity to provide a more comprehensive look at future development in the area; stating that this Park, as you have already heard from area residents represents a significant part of the character and focus of Downtown London, the Secondary Plan provides an opportunity here for forward thinking that will ensure preservation of this landmark feature and encourage development that both respects the key features while taking advantage of unique opportunities for infill development. (See attached presentation.)
- Jennifer Granger, 956 Colborne Street, President, Architectural Conservancy of Ontario, London Region Branch – indicating that as per their media release of this morning, they, as an organization, support many of the Secondary Plan draft principles but they would recommend the following ideas; suggesting a one block buffer of mid and low rise buildings surrounding the Park to protect the value and the appeal of its historical and ecological vistas; believing that there should be heights of up to twelve storeys including bonusing be permitted for the infill, that the infill should be on the surface parking lots surrounding the Park; advising that they would like to see a wide variety of commercial, office, community and residential uses be permitted in the existing and the new structures so that there will be a mix of opportunity and people around the Park; asking that all new infill development proposals to address any impact on the Park itself as well as the West Woodfield Conservation District, the existing heritage structures around the Park including City Hall, the Canada Life buildings or London Life buildings and St. Peter's Basilica, they should all have their historic views be preserved and protected; requesting that Kent Street be extended through to Victoria Park creating a much improved and exciting view across Richmond Street; advising that they would also be very excited if it was possible for the City to create a new vision for the Civic Square, Reginald Cooper Square, right outside of this building because it is right next to Victoria Park and it would be wonderful to find some way to strengthen its connection with the Park and actually have this mostly unused space actually be part of the exciting surroundings that the Park would have; expressing delight to hear that there is a heritage consultant; noting that she is not sure if that name was given, if it was she missed it but she would be happy to hear who that is.

- Ben Lansink, 507 Colborne Street, President, Woodfield Ratepayers Association – advising that the inaugural meeting of the Woodfield Ratepayers Association was held on Wednesday, April 24, 2019 commencing at 6:30 PM in the Stevenson & Hunt rooms at the London Public Library and they are now in the process of creating a Board of Directors; indicating that he has been a Real Estate Appraiser for consultants since 1974 and his family has lived in Woodfield since 1985; stating that in 1987 the City of London presented a Certificate of Appreciation to his wife, Donna Lansink, in recognition of the preservation of London's heritage and quality of life displayed through the enhancement of the property at 503 Colborne Street; noting that in other words they fixed it up and it was designated and Council gave his wife the recognition; advising that in 1990 he was appointed by London City Council to serve as a Member-at-Large at, at that time, the Local Architectural Conservation Advisory Committee, called LACAC, he believes; noting that this young lady was also a member at that time; indicating that they are like the members of the Woodfield Community Association; stating that in 2001, they constructed a new home in Woodfield where they continue to live; believing that Woodfield is an older eclectic neighbourhood that embodies many forms and patterns of low, medium and high density residential along with commercial, retail, office developments that have developed over the years; noting that they even have a body shop that fixes cars in their neighbourhood; City Hall, where we are right now, is in Woodfield; thinking that development in this neighbourhood should not be judged by narrow standards of conformity; advising that heritage preservation is endorsed but not at any cost; indicating that real estate has and always will change; advising that there is now and will always continue to be the need to replace existing buildings with new buildings; stating that the Woodfield Community Association does not speak for the majority of the four thousand plus or minus Woodfield residents; indicating that they, at the Woodfield Ratepayers Association, would like their voices heard; indicating that they fully intend to be an organized group of engaged residents; noting that they are now in the process of writing a report supporting thirty storey mixed use apartment buildings within the twenty acre Victoria Park Figure 2 Study Area; encouraging this Committee to receive but not to endorse Mr. J.M. Fleming, Managing Director, Planning and City Planner's report.
- Arnon Kaplansky – advising that he resides in Woodfield as well and the Woodfield Community Association does not represent him and many, many other people; stating that, for the Planning Department of the City, it is time to grow up and not out and just stick by it; protecting neighbourhoods through the *Heritage Act* was not meant for that; putting the *Heritage Act* on the whole city will just stop development, stop infill and the city will become stagnant; saying that the Planning Department should work for the people of the whole city and not self-interest groups like the Woodfield as they have cost us too much money already and very bad development in the Woodfield and he can show you a couple of them. (*Councillor A. Hopkins asking that all speakers be respectful.*)
- Mary Ann Hodge, Friends of Victoria Park – advising that Friends of Victoria Park is a group that started several years ago when the Auburn Development first came up for discussion; noting that part of that started with a change.org petition which was supported by many people across the City because this is not just a Woodfield issue; stating that at this time the petition has been dormant for a couple of years but it had close to 1800 signatures from across the City at the time when this first came to Council a couple of years ago; indicating that as a supply teacher, she has talked to many people around the City, not just in the Woodfield neighbourhood and every time she brings up this conversation a lot of people are very shocked to hear that these issues are being contemplated and the average person does not really get that engaged; stating that if you talk to people and bring up the subject to people who are not engaged or have a personal agenda, including Woodfield residents, if you talk to other people in the community, they do not see the value of having really tall buildings surrounding the park; stating that there is a view to having a concept of having a V for a view

so that the park is in the centre and development rises up from that; indicating that this way the view is not monopolized by a few towers around the park, but shared by more people; noting that maybe that would have greater appeal for more development around the park to share that view instead of isolating it; stating that one of the issues that came up early in the discussion was how to connect Victoria Park to Richmond Row; noting that when she has company that comes to London she takes them to Richmond Row and Victoria Park, so building on that connection is important; indicating that she lived in Toronto for twenty years and the Gardiner Expressway was always the focus of everyone's conversation about how it cuts off the harbour front from the downtown area; stating that she sees development along Clarence Street being like that Gardiner Expressway; noting that we want to bridge that gap between Richmond Row and Victoria Park not create a barrier in between; indicating that having the high-rise development on the other side of Richmond Street makes perfect sense and then scaling it down to the park level; stating that another issue that is of concern is the fact that we see a lot of these proposals that come with two to four storeys of parking above-ground and even though there may be a token café included as an amenity space, it really has the look of a parking garage at the street level; stating that a lot of these high-rises require that much parking to accommodate the people in those buildings and having more low-scale buildings eliminates that requirement of parking, so it is a win-win; noting that the lower floors are a lot more animated and more street friendly; thanking staff for trying to include as many people as possible in this conversation.

- Mary Francis O'Hagan, 460 Wellington Street – indicating that she would rather look back at history in other cities and what they did then that makes them great today and hopefully in the future; stating that Victoria Park is a remarkable gem in the heart of London; noting that it is an oasis of open calmness in the centre of a busy urban space; indicating that with vista views, to and from, on all four sides, it draws people into it and encourages them to stay; noting that what makes Victoria Park so open and inviting are the low-density, five storey buildings on all four sides of the perimeter; stating that preserving Victoria Park's perimeter is not about "not in my backyard" but it is all about London's front yard; indicating that from the back door of her condo at 460 Wellington Street she views the two high-rises on Picton Street and she has no problem with them being there as they do not impose on Victoria Park; stating that she appreciates and enjoys these buildings and their residents of all ages and all wages; noting that intensification in downtown London is healthy for the City; stating that high-rises do not need to be right on Victoria Park's perimeter, they can be in the City core and Victoria Park can be preserved as it is; indicating that the open expanse of Victoria Park promotes the movement of people and ameliorates noise and it is the perfect venue for the annual events that are held there; stating that of great importance is the tourist dollar and, sometimes we forget about the tourist, which has a sevenfold benefit for the City coffers; stating that recently, while in a queue for a concert at Wolfe Hall in Galleria Mall, she met a couple from Detroit who often visit London and stay downtown in a hotel and enjoy walking through the open expanse of Victoria Park to shop on Richmond Row or attend the Grand Theatre; stating that it is useless to compare Victoria Park to Central Park in New York City; noting that Central Park is 845 acres compared to Victoria Park's 18 acres; stating that a more appropriate comparison is St. Stephens Green, a 22 acre park in the heart of Dublin; noting that St. Stephens Green is in close proximity to Marion Square, the park used by urban strategies at the meeting on January 24th, and she never sees Marion Square shown; indicating that low-density, four storey buildings surround the perimeters of these two parks and create an open green oasis in the heart of Dublin; stating that Dublin is one of the most popular tourist cities in the world, in no small part due to St. Stephens Green and Marion Square; noting that Dublin has a population very similar to London and it is a UNESCO designated city; indicating that almost a century ago in 1925 the famous architect Le Corbusier proposed Plan Voisin in which the Marais District in the fourth arrondissement in the heart of Paris would be destroyed and replaced with eighteen high-rise towers but thank God saner heads prevailed and Plan Voisin was rejected; stating that today the Marais District helps Paris as it is the most visited city in the world; stating that she

- pleads with London's Council to act like the Parisians did a century ago and preserve the open oasis in the heart of London; stating may we be consigned in history as the Londoners who saved her most precious gem, Victoria Park

G. Brown, 35A-59 Ridout Street South – stating that he has a lot of thoughts on this matter; indicating that he really supports density and has spoken at past meetings in favour of the building by Canada Post but that here he finds that he is of a totally opposite mind and does not agree with any of these principles; noting that everyone has brought up one of the main points, transit; stating that the white men on this Council voted against transit; noting that Clarence is not going to be a transit corridor; (*Councillor A. Hopkins – interrupting, asking Mr. Brown to be respectful in his comments.*); apologizing to the Chair; stating that if we are making a basis of design and principles on a transit corridor there should at least be one there; indicating that he spoke with the design consultant, he has done other work in the City and he knows him quite well, and when he told him that Clarence Street will most likely not be a transit corridor, he was astonished, he did not know this, he stated that his entire design would have been different based on that; noting that we talk about connections to Richmond Street, but what about running the park all the way over to Richmond Street, that would have been considered, probably, if we had not had one of the basis of this design a transit corridor; indicating that we even talked about, how about Clarence becoming a pedestrian mall connecting Victoria Park all the way to Dundas Place, that would be a magnificent walk to take, especially with one of the City's festivals taking place down there; stating that there are many, many options but we are sitting here discussing the heights of buildings and he is not so sure that we should even be at that stage here; indicating that personally he would like to see the park run over all the way to Richmond Street and no height on Richmond Street; noting that he has sat here many times and supported tall buildings to the West and intensifications; indicating that with the previous City Council that was the most Downtown intensification approved in the history of London; noting that we are moving that way and we are getting there and we are doing a good job, he thinks; stating that the question is what should be done with this park; indicating that personally he sees nothing on Richmond Street, maybe scaling up to five storeys in the east to respect the Woodfield District as well, that would be beautiful, historic vista; noting that someone has already brought up Ireland and the design principles, not just for Dublin, for that entire country to preserve historic vistas; stating that he lives in Old South and has spent a lot of time saving The Green and getting the City to purchase it; enquiring as to what is next, is the City going to put a 40 storey building next to The Green; stating that there are some things that really matter to the quality of life; indicating that he loves the idea of Downtown intensification, but if the justification is that this is a transit node and it is one of the basis the design was made on then does this not need to go back to the drawing board to think about the other options we have as a City and as citizens; stating that this is Victoria Park, this is the heart of our City; noting the Normal School and The Green were the heart of Old South and none of us could imagine a tall building around The Green and he cannot imagine tall buildings around Victoria Park; stating that he thinks it is very important that we enjoy that as public good, as public safety; indicating that he is here to say send the whole thing back and he thinks the Committee would be very shocked at what designs come forward knowing that we are not running transit down Clarence Street.
- Jake Skinner - saying that he thinks principles are important to have and he applauds staff for taking a stab at this because it is very important to have those established before moving forward so that is really great; advising that he would like to bring your attention to a letter recently issued to all City Councils in Ontario by the Minister of Municipal Affairs and Housing, the Honorable Steve Clark; stating that, as the Government of Ontario drafts the Housing Supply Action Plan and further reviews the *Planning Act* and provincial policy statement to achieve the streamlining and Housing Supply objectives he has cautioned to City

Council's to put a pause on all major planning changes such as Official Plans, Secondary Plans or comprehensive Zoning By-law updates; advising that this letter was sent mid-February as courtesy to City Council's so they do not work unnecessarily and can focus on other priorities; reading from this letter quote "My intention is to bring forward legislation and concrete policy changes that would impact planning province-wide in the coming months; encouraging the Committee to consider the context of this streamlining work and its focus on the *Planning Act* and the provincial policy statement as it may help to inform your local actions; recommending that the Committee may wish to consider an interim pause on some planning decisions or reviews of major planning documents such as Official Plans or comprehensive Zoning By-law updates until this work is completed; indicating that the Victoria Park Secondary Plan is a major planning document and it is important that the principles adopted align with provincial guidelines; believing this is a good stopping point until further instructions are received from the province, once that occurs then it would be, in his opinion, appropriate to make a decision about the principles before you today; thinking this would maximize your impact as a Planning Committee and give you the information you need before forwarding a recommendation to City Council; recommending that you receive this report today rather than endorsing it as it is a good update on where things stand until further instruction is received; the principles, he thinks, should be revisited then.

- Derek 396 Queens Avenue – speaking mostly for principle six about the intensification; advising the he lives Downtown currently and he is a young professional that works Downtown; indicating that he highly values living close to work as he is able to walk to work from where he rents currently; noting that he would like to, somewhat soon, buy somewhere Downtown which is kind of right in in line with a lot of the high-rise intensifications around Victoria Park; believing a lot of the developments that have been talked about or that he has been following around since the beginning, and a lot of these developments would be great places to live, they are all fairly close to where he work so he would be able to walk; noting that he does not really use his car too often anymore, which is nice; specifically speaking to the Wolf Street development since it was brought up at the beginning, whatever stories it is, seventeen he guesses, to him that is a perfect place for the majority of young professionals; indicating that he has talked to a lot of his friends and they do not really pay attention to this sort of thing so he thought he would float it out there to them and a lot of them agree with him that it would be kind of the perfect spot if you do work Downtown to live there, to walk to work, bike to work, whatever it may be; stating that a lot of them do not really want to drive to work as it is not ideal, especially being close to Downtown; indicating that if you can avoid it it would be great and developments such as that one or the other ones surrounding the Park and the higher density to him is perfect; densification is something that we should be leaning towards in the Downtown core and he cannot afford the houses that are Downtown so condos would be preferred; wanting to speak from a young professional perspective for that.
- Kelly McKeating, 329 Victoria Street – starting out with a question; understanding that she cannot ask questions and she is not going to get answered, but this is a bit of a follow-up to Councillor Turner's question; advising that she is not a lawyer, but she has always understood that a Heritage Conservation District plan took precedence over city by-laws and it concerns her that in all of the discussions around the Secondary Plan and the drafting of it that there has not been, as far as she can tell, a real discussion about how these two items, which to her the specifics of the Secondary Plan may not be consistent with the objectives and particularly policy 4.3 of the West Woodfield Heritage Conservation District plan and if this Secondary Plan will not be able to be implanted without dedesignating the Heritage Conservation District and that would be very unfortunate; thinking it is something that the public should understand better like the legalities of the process around that; indicating that, as

with most people, her comments are primarily on the sixth principle; wanting to reiterate the fact that views do work two ways and while it would be great to live in a high rise looking down on Victoria Park the people in Victoria Park want to look at a pleasant streetscape and the current streetscape is by in large a really spectacular view; relating to the scale often used being comparable to Central Park is clearly not appropriate; stating that the absolute tallest building on Central Park is 8% in terms of height, its height is 8% of the length of Central Park; indicating that a twenty-two storey building would approximately 19% of the length of Victoria Park so that would be proportionately 2.5 times higher than the one tallest building around Central Park; thinking about one or two sides of Victoria Park being framed by buildings that are too proportionately that much higher, it does seem that one needs to think about whether that would be optimal or desirable; finding herself thinking as she was listening to one of the other speakers about how Paris's City Council might react if somebody proposed that the Champs-Élysées that all of the building bordering the Champs-Élysées be demolished and be replaced with a thirty-two storey or twenty-two storey buildings, it just does not fit the urban jam at the centre of our city that is Victoria Park.

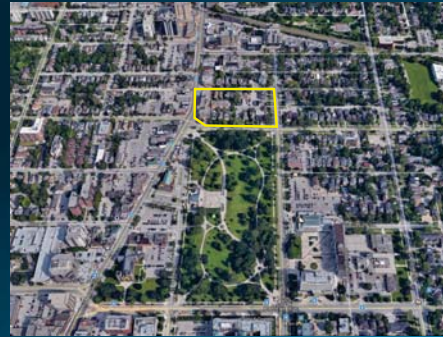
- Mary Bray, 228 Central Avenue - indicating that she lives across from Victoria Park on the north side and she must say the building right beside her is a four storey building and the shadow from the four storey building is the same as it was a thirty storey building; advising that she is on the second floor and as far as she is concerned if you go to Singapore or New York, Dubai, any of those big cities you do see parks with lovely tall buildings and if we think about One London Place does anybody say "Oh that is too high"; advising that she can see it from her apartment, it is beautiful with the glass, it overlooks the trees; indicating that she still sees the beautiful trees and Victoria Park and if Woodfield and the people loving Victoria Park, she likes it too, but let us instead go over to Reginald Cooper Square and make that into part of Victoria Park; noting that it is pretty awful, it is full of weeds and maybe the City could do something there; thinking that we need to be a little more creative about what is happening around the Park and not having so many festivals; thinking that now that they spent \$28,000,000 doing Dundas Place let us move those festivals down there and stop destroying the Park; looking at the Park the last couple of weekends there has been festivals and road races and it is a mess and she thinks the big festivals are hurting the Park far more than another high-rise we desperately need Downtown; stating that what is living in Victoria Park are the homeless, we need homes for these people we need housing Downtown; believing that there has not been nearly enough housing put into the Downtown; indicating that we need 25,000 people living down here to make a real community and how are we going to do it if we do not do high-rise; a thirty storey building to her with a smaller footprint is more important than a short squatty building that is ugly; advising that the City built the Dearness Home down on Wellington, it is not a very tall building, but it is not a very attractive building and she thinks if you build a taller beautiful building in Downtown she thinks it will help our heritage neighbourhoods; indicating that she has probably designated as many heritage properties as anyone in the city and I appreciate heritage.
- Dania Walker, 570 Wellington Street - considering herself to be very blessed to come to London; stating that when she first came Victoria Park was the gem that she saw and it still remains a gem; believing that it is a beautiful park and she never knew that she would be able to live in this area; noting that it has been a blessing; hoping that we would consider the fact that we do not want to obstruct the view and we do not want to hurt the area; believing that, obviously we have a heart for people and we want to provide for people and we want to provide affordable housing for people, but she thinks it is wise for us, as a city, to consider the perimeter of the park and just the beauty that we have and not to destroy it, but to provide housing in an area and in a height that will be supportive of a healthy park and beauty for anyone who comes to our city.

- Greg Priamo, Zelinka Priamo Ltd., on behalf of Great West Life Realty Services – advising that Great West Life Realty Services own the property at the Southeast corner of Wolf Street and Wellington Street and they have been participating in the Secondary Plan process fully; thinking that, to date, it has been an effective process and it has largely followed the guidance that city staff provided at the beginning of the process and they will continue to participate in that process and hopefully there will be an outcome that is as beneficial as possible under the circumstances; having said that, and has been addressed by a number of speakers tonight for different reasons, quite frankly, but nonetheless, the conclusion was the same, is that we are of the view that Planning Committee has not been presented with sufficient information to be able to reliably endorse these principles and not unintentionally or unnecessarily constrain the scope of the discussion that could go forward as we move towards a draft Secondary Plan and, for instance, in our circumstance, my client is look through this from the lens of a landowner and as has been mentioned from other speakers of a parking lot in the Downtown that is fully zoned and ready for heights of up to ninety metres and whether it is a residential building or, in fact, it is a Downtown Area zone so we could do an even taller commercial building and, that being said, we engage in the discussions with the consultants and with Planning staff because want to be part of a solution, but in order to understand the implications for us and our clients lands the analysis has not gone far enough yet and there is not that information; stating that, like so many of the other speakers this evening, he would encourage the Planning and Environment Committee to receive these guidance documents for what they are, receive them but do not endorse them to the extent that they will unnecessarily constrain the debate going forward because it is helpful to understand where staffs heads are at, it is helpful for Council to understand where the public input is and what principles are starting to evolve in the process, but he thinks it is too early at this point to be able to take these and say yes definitely, we should adhere to these principle and all future work to be guided by these principles and allow all the stakeholders to participate in that is so far been a positive process.
- Jason – wanting to speak to some of the concerns that some of the previous speakers had about the views and he would like to point out that it looks pretty daunting looking at all these bird eye views of the park and you see all these tall buildings and that is not really what you are going to see from the ground level, you are going to see these potentially beautiful podiums of all these tall buildings and then you look up you see trees and a bit of sky, you are not looking at these tall buildings because they are mostly obstructed because of the trees in Victoria Park so he just kind of wanted to put that out there for someone to consider.

Presentation to City of London Planning & Environment
Committee, April 29, 2019

Lands North of Victoria Park FHC Richmond Block

Farhi Richmond Block



Ownership of the entire City block, bounded by Richmond, Central Ave, Wellington and Hyman, adjacent to Victoria Park, is a unique situation.

This entire block is outside of the Woodfield Heritage conservation District.

Allows an opportunity for true infill development which would preserve the important heritage buildings

Farhi Richmond Block



Opportunity for Iconic Design



- 150 residential suites on 24 floors, an 8-storey hotel, complete with 6 levels of parking (2 below grade and 4 above grade).
- Access to the development would be off of Central Ave, with supporting access points on Wellington and Hyman streets.
- The complex would physically link into the existing parking structure that supports Richmond Place.
- The north west corner at Central and Wellington would be strengthened with a 3 and 4-storey office complex.
- The existing large Victorian homes on Central Ave would be maintained and preserved with the intention of designating these houses as heritage properties

Urban Parks

Mix of modern and heritage; variation in height; density around the park; buildings frame the park



Dorchester Square,
Montreal



Central Memorial
Park, Calgary



Rittenhouse
Square,
Philadelphia



Central Park,
Winnipeg

Audit Committee

Report

2nd Special Meeting of the Audit Committee
April 17, 2019

PRESENT: J. Helmer (Chair), L. Higgs, M. van Holst
ABSENT: J. Morgan, S. Turner
ALSO PRESENT: A. Barbon, G. Bridge, B. Card, I. Collins, M. Daley, S. Datars-Bere, M. Liu, L. Livingstone, J. McCloskey, J. Pryce (Deloitte), D. Purdy, A. Ruffudeen (Deloitte), M. Schulthess and S. Spring

The meeting was called to order at 12:31 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Internal Audit Summary Update

That the memo dated April 5, 2019, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

4.2 Observation Summary as at April 5, 2019

That the Observation Summary from Deloitte, as of April 5, 2019, BE RECEIVED.

Motion Passed

4.3 June 2017 - December 2018 Internal Audit Dashboard as at April 5, 2019

That the communication from Deloitte, regarding the June 2017 - December 2018 internal audit dashboard as of April 5, 2019, BE RECEIVED.

Motion Passed

4.4 ITS Portfolio Management and Project Management - Methodology Maturity

That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Methodology, audit performed September to October 2018, issued April 2019, BE RECEIVED.

Motion Passed

4.5 ITS Portfolio Management and Project Management - Project Compliance

That the Internal Audit Report from Deloitte with respect to the ITS Portfolio Management and Project Management - Project Compliance, audit performed September to October 2018, issued March 2019, BE RECEIVED.

Motion Passed

4.6 Housing Administration Process Assessment

That the Internal Audit Report from Deloitte with respect to the Housing Administration Process Assessment, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.

Motion Passed

4.7 Health and Safety Management Systems

That the Internal Audit Report from Deloitte with respect to the Health and Safety Management Systems, audit performed October 2018-January 2019, issued March 2019, BE RECEIVED.

Motion Passed

4.8 2019-2021 Internal Audit Plan

That the 2019-2021 Internal Audit Draft Plan from Deloitte dated April 5, 2019, BE APPROVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 1:24 PM.

**PURCHASE LANDS
LOT 28 OF PLAN 33M-251
TRAFALGAR INDUSTRIAL PARK PHASE III**



CLASS 1 SALE

THIS INDENTURE dated the 11th day of April, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

SOUTHWEST SUN PROPERTY CORP.

Address: 695 SOVEREIGN ROAD, LONDON, ONTARIO, N5V 4K8

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **Trafalgar Industrial Park Phase III**, in the City of London, in the County of Middlesex, containing **3.4 acres**, more or less subject to survey, located on the west side of Sovereign Road, and being composed of **Lot 28 of Plan 33M-251**, and shown outlined on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Twenty One Thousand Dollars (\$221,000.00)
of lawful money of Canada calculated at the rate of

Sixty-Five Thousand Dollars (\$65,000.00)
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

Twenty Two Thousand One Hundred Dollars (10% of purchase price) (\$ 22,100.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, (list additional attachment #'s) attached hereto form part of this Agreement.

APPENDIX "C" Cont'd

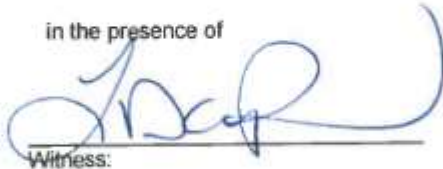
AGREEMENT OF PURCHASE AND SALE

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 31st day of May, 2019, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 11 day of April, 2019.

SIGNED, SEALED & DELIVERED

in the presence of


Witness:

)SOUTHWEST SUN PROPERTY CORP.

)Purchaser

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Signature of Signing Officer
Brian Semkowski, President
I have authority to bind the Corporation

Signature of Signing Officer
Name & Title:
I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - "Map Outlining Property In Red"

AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 4

SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section:	Lot 28 in Trafalgar Industrial Park Phase III
Lot & Conc. /Part No. /Block, etc.; Acres:	Lot 28, Plan 33M-251 (3.4 Acres)
Name, Address, Postal Code of Purchaser:	South West Sun Property Corp, 695 Sovereign Road, London, Ontario, N5V 4K8.
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	An expansion for the Production and Packaging of Beer and Alcoholic beverages.
Major Industrial Classification of User:	Food and Beverage Manufacturing
List of Products Manufactured/Handled:	Beer and Alcoholic beverages
Number of Employees Anticipated:	40-50 (Full Time)
Number of Square Feet of Building Proposed:	40,000 sq. ft.
Number of Square Feet in Property Purchase:	148,104 sq. ft.
Proposed Building Coverage as % of Lot Area:	27% percent (%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Paul Siskind, 450 Talbot Street, London, ON, N6A 4K3
Telephone:	(519) - 679 - 9660

Purchaser's Executive Completing this Form:
Brian Semkowski
President
South West Sun Property Corp.


Signature
I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
 - (a) Commencement of construction means the date upon which a building permit is issued by the City;
 - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
 - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
 5. A class 1 sale shall be subject to the following conditions:
 - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
 - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
 6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
 7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.
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APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
20. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.
22. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "C"

Property Location Map



Location Map



Plan 33M-251

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

The Purchaser acknowledges that the property lands are in an "as is" condition. The purchaser is advised that the property will require, at the purchaser's sole cost and expense, onsite storm water quantity and quality controls, in accordance with the approved engineering subdivision plans, current City policies and applicable legislation. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself and its sole risk and cost as to the total developable area available on the property.

The Purchaser also acknowledges that the Seller makes no representations and/or warranties with respect to the state of any improvements in, above, on, or under the property, inclusions of fixtures, or ownership of fixtures, and the Purchaser agrees to accept the Property "as-is".

The Vendor's Pre-Closing Covenants:

In addition to and without limiting the obligations of the Vendor herein, the Vendor covenants and agrees that it shall satisfy and complete, at its sole cost and expense, the following obligation as a condition of this Agreement:

- a. Remove the holding provision h-148 from the property being:

Purpose: to ensure that the future property owners of 585 and 613 Sovereign Road undertake tree management plans as part of any future site plan approvals, the holding provision will not be deleted until a tree management plan has been prepared by a Registered Professional Forester (R.P.F.), the management plan includes supervision of

APPENDIX "C" Cont'd

AGREEMENT OF PURCHASE AND SALE

the removal of the trees on 585 and 613 Sovereign Road by a R.P.F., and that the removal and movement of topsoil and other materials are in accordance with the City-led Forest Management plan which includes revegetation of the area on the east side of Sovereign Road (604-650 Sovereign Road). (Z.-1-122123).

The Obligation of the Vendor contained in this provision shall survive and not merge on the completion of this transaction.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the financial feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Bill No. 170
2019

By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 7th day of May,
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 May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading – May 7, 2019

Bill No. 171
2019

By-law No. A.-_____ - ____

A by-law setting tax ratios for property classes
in 2019.

WHEREAS section 308 of the *Municipal Act, 2001*, as amended, provides that the Council of every single tier Municipality in each year shall pass a by-law in each year to establish the tax ratios for that year for the Municipality;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

2019 MUNICIPAL TAX RATIO BY-LAW

1. The tax ratios as set out in column 3 of Schedule “A” of this by-law are hereby established for 2019 taxation.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law, and are indicated in the first two characters of the codes in column 2 of Schedule “A” of this by-law. Where there is more than one code in column 2 of Schedule “A” the codes are separated by a comma.

Municipal Option to Apply

3. A single percentage of 30% is hereby adopted in accordance with subsection 313(4) of the *Municipal Act, 2001* instead of the percentages set out in paragraphs 2 to 5 of subsection 313(1) for the year 2019 and future years.

Administration of By-law

4. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

5. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading – May 7, 2019

SCHEDULE “A”
By-law No. A.- ____ - ____

MUNICIPAL TAX RATIOS

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 TAX RATIOS
com taxable farmland 1	c1n	0.750000
com taxable farmland 2	c4n	1.920000
commercial taxable – hydro	chn, xhn	1.920000
commercial taxable vacant -hydro	cjn, xjn	1.344000
commercial taxable - excess - hydro	ckn, xkn	1.344000
commercial taxable tenant of Province	cpn, xpn	1.920000
com taxable	ctn, xtn	1.920000
com taxable excess land	cun, xun	1.344000
com taxable vacant land	cxn, xxn	1.344000
office bldg taxable – hydro	dhn	1.920000
office bldg taxable	dtn, ytn	1.920000
office bldg taxable excess land	dun, yun	1.344000
farmland taxable fp	fftp	0.102820
farmland taxable fs	fffs	0.102820
farmland taxable no support	Ftn	0.102820
farmland taxable ep	ftep	0.102820
farmland taxable es	ftes	0.102820
parking lot taxable	Gtn	1.920000
industrial taxable farmland 1	i1n	0.750000
industrial taxable farmland 2	i4n	1.920000
industrial taxable – hydro	ihn, Jhn	1.920000
industrial taxable-hydro- excess land	ikn, Jkn	1.344000
industrial taxable	itn, Jtn	1.920000
industrial taxable excess land	iun, Jun	1.344000
industrial taxable vacant land	ixn, Jxn	1.344000
large industrial taxable	Ltn, ktn	1.920000
large industrial excess land	Lun, kun	1.344000
multi-res taxable farmland 1 ns	m1n	0.750000
multi-res taxable farmland 1 ep	m1ep	0.750000
multi-res taxable farmland 1 es	m1es	0.750000
multi-res taxable farmland 1 fp	m1fp	0.750000
multi-res taxable farmland 1 fs	m1fs	0.750000
multi-res taxable farmland 2 ep	m4ep	1.749100
multi-res taxable fp	mtfp	1.749100
multi-res taxable fs	mtfs	1.749100
multi-res taxable ep	mtep	1.749100
multi-res taxable es	mtes	1.749100
multi-res taxable n	mtn	1.749100
pipeline taxable	ptn	1.713000
res/farm taxable 1 fp	r1fp	0.750000
res/farm taxable 1 fs	r1fs	0.750000
res/farm taxable farmland 1 ep	r1ep	0.750000
res/farm taxable farmland 1 es	r1es	0.750000
res/farm taxable farmland 2 ep	r4ep	1.000000
res/farm taxable -hydro fp	rhfp	1.000000
res/farm taxable-hydro fs	rhfs	1.000000
res/farm taxable-hydro ep	rhep	1.000000
res/farm taxable-hydro es	rhes	1.000000
res/farm taxable fp	rtfp	1.000000
res/farm taxable fs	rtfs	1.000000
res/farm taxable ns	rtn	1.000000
res/farm taxable ep	rtep	1.000000
res/farm taxable es	rtes	1.000000
shopping centre taxable	stn, ztn	1.920000
shopping centre excess land	sun, zun	1.344000

SCHEDULE “A” CONTINUED
By-law No. A.-_____-_____
MUNICIPAL TAX RATIOS

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 TAX RATIOS
managed forest taxable fp	Ttfp	0.250000
managed forest taxable fs	ttfs	0.250000
managed forest taxable ep	ttep	0.250000
managed forest taxable es	ttes	0.250000
Landfill taxable	ht	2.633590
New multi-residential taxable	nt	1.000000

SCHEDULE “B”
By-law No. A.-_____ - ____

**Definitions of
Realty Tax Classes (RTC) and Realty Tax Qualifiers (RTQ) (Taxable/PIL) Under
OFAS**

Realty Tax Class (RTC)	Description	Realty Tax Qualifier (RTQ)	Description
A	Theatre	A	Taxable: General Vacant Land
C, X	Commercial	B	Taxable: General Excess Land
D, Y	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Shared Payment-in-Lieu
I, J	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L, K	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S, Z	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
H	Landfill	1	Taxable: Farmland 1
		2	Payment-In-Lieu: Full, Farmland 1
		3	Payment-In-Lieu: General, Farmland 1
		4	Taxable: Farmland II
		5	Payment-In-Lieu: Full, Farmland II
		6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

All Realty Tax Classes and Realty Tax Qualifiers are letters or numbers.

Where there is more than one Realty Tax Class or Realty Tax Qualifier in a column they are separated by a comma.

Bill No. 172
2019

By-law No.

A by-law to opt to have Section 8.0.2 of *Ontario Regulation 73/03*, as amended, apply within the City of London for the year 2019, to exempt certain properties in the commercial classes, industrial classes and multi-residential property class from the application of Part IX of the *Municipal Act, 2001*.

WHEREAS in accordance with *Ontario Regulation 73/03*, Council has certain options with respect to the calculation of the amount of taxes for municipal and school purposes, payable in respect of property, in the commercial classes, industrial classes, or multi-residential property class for 2019 or a subsequent taxation year.

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Section 8.0.2 of *Ontario Regulation 73/03* as amended shall apply in the City of London for the year 2019, and subsequent years, to certain properties as specified in section 2 of this by-law.
2. Any property in the commercial classes, the industrial classes or the multi-residential class in the City of London shall be exempt from Part IX of the *Municipal Act, 2001*, for the year 2019, if the property meets any of the conditions specified in paragraphs 1, 2, or 3 of subsection 8.0.2(2) of *Ontario Regulation 73/03* as amended.

Administration of By-law

3. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

4. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading - May 7, 2019

Bill No. 173
2019

By-law No.

A by-law to exercise the option to establish a phase out and end to the capping of property taxes under Part IX of the *Municipal Act, 2001* for eligible property classes.

WHEREAS in accordance with *Ontario Regulation 73/03*, Council has certain options with respect to the calculation of the amount of taxes for municipal and school purposes, payable in respect of property, in the commercial, industrial, multi-residential or landfill property classes for 2019, or a subsequent taxation year.

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. All the options described in sections 8.2 and 8.3 of *Ontario Regulation 73/03* shall apply in the City of London for the year 2019, and subsequent years, to all properties in certain property classes as specified in section 2 of this by-law.
2. The industrial property class, the commercial property class and the multi-residential property class shall be subject to this by-law.
3. The City of London elects under *Ontario Regulation 73/03* subsection 8.3(2) to exclude vacant land in the determination of eligibility for the application of section 8.3.

Administration of By-law

4. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

5. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading - May 7, 2019

Bill No. 174
2019

By-law No.

A by-law to exclude reassessment related tax increases after 2016 from the capping provisions of Part IX of the *Municipal Act, 2001*.

WHEREAS in accordance with *Ontario Regulation 73/03*, Council has the option to elect or to exclude reassessment related tax increases occurring after 2016 from the capping provisions of Part IX of the *Municipal Act, 2001*

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. Section 15.0.1 of *Ontario Regulation 73/03* shall apply in the City of London for the year 2019, and subsequent years, to certain property classes as specified in section 2 of this by-law.
2. The commercial, industrial, and multi-residential property classes shall be subject to this by-law.

Administration of By-law

3. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

4. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading - May 7, 2019

Bill No. 175
2019

By-law No.

A by-law to opt to use certain subsections of section 329.1 of the *Municipal Act, 2001*, as amended, in the calculation of taxes in the commercial, industrial, and multi-residential property classes.

WHEREAS in accordance with section 329.1 of the *Municipal Act, 2001*, as amended, Council has certain options with respect to the calculation of the amount of taxes for municipal and school purposes, payable in respect of property, in the commercial classes, industrial classes, or multi-residential property class for 2019, or a subsequent taxation year.

THEREFORE the Municipal Council of the Corporation of the City of London enacts as follows:

1. Paragraph 1 of subsection 329.1(1) of the *Municipal Act, 2001*, as amended, using 10% in subparagraph (i) shall apply to the commercial classes, industrial classes and the multi-residential property class for the year 2019, and subsequent years.
2. Paragraph 2 of subsection 329.1(1) of the *Municipal Act, 2001*, as amended, using 10% in clause 2(i)(A) shall apply to the commercial classes, industrial classes and the multi-residential property class for the year 2019, and subsequent years.
3. Paragraph 3 of subsection 329.1(1) of the *Municipal Act, 2001*, as amended, using \$500 in subparagraph (i) shall apply to the commercial classes, industrial classes and the multi-residential property class for the year 2019, and subsequent years.
4. Paragraph 8 of subsection 329.1(1) of the *Municipal Act, 2001*, as amended, using 100% in subparagraph (ii) shall apply to the commercial classes, industrial classes and the multi-residential property class for the year 2019, and subsequent years.

Administration of By-law

5. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

6. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading - May 7, 2019

Bill No. 176
2019

By-law No.

A by-law levying rates for 2019 for school
purposes in the City of London.

WHEREAS by section 257.7 of the *Education Act*, the Municipal Council is required to levy and collect upon all the residential property and business property in the City of London the tax rates prescribed under section 257.12 of the said *Act* for school purposes;

THEREFORE the Municipal Council of the Corporation of the City of London enacts as follows:

2019 SCHOOL RATE BY-LAW

School Rates

1. The rates set out in column 3 of Schedule “A” of this by-law are hereby levied for 2019 upon all the rateable property for school purposes in the City of London.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law and are indicated in the first two characters of column 2 of Schedule “A” of this by-law.

Administration of By-law

3. The administration of this by-law is assigned to the City Treasurer, Chief Financial Officer who is hereby authorized and directed to do such things as may be necessary or advisable to carry out fully the provisions of this by-law.

Commencement

4. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – May 7, 2019
Second reading – May 7, 2019
Third reading – May 7, 2019

SCHEDULE “A”
By-law No. A.-_____ - ____

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 EDUCATION TAX RATES
commercial taxable farmland 1	c1n	0.120750%
commercial taxable farmland 2	c4n	1.290000%
commercial taxable – hydro	chn	1.290000%
commercial taxable vacant -hydro	cjn	1.096500%
commercial taxable - excess - hydro	ckn	1.096500%
commercial taxable tenant of prov	cpn	1.290000%
commercial taxable	ctn	1.290000%
commercial taxable excess land	cun	1.096500%
commercial taxable vacant land	cxn	1.096500%
office bldg taxable – hydro	dhn	1.290000%
office bldg taxable	dtn	1.290000%
office bldg taxable excess land	dun	1.096500%
farmland taxable fp	fffp	0.040250%
farmland taxable fs	fffs	0.040250%
farmland taxable no support	ftn	0.040250%
farmland taxable ep	ftep	0.040250%
farmland taxable es	ftes	0.040250%
parking lot taxable	gtn	1.290000%
industrial taxable farmland 1	i1n	0.120750%
industrial taxable farmland 2	i4n	1.290000%
industrial taxable - hydro	ihn	1.290000%
industrial taxable-hydro- excess land	ikn	1.096500%
industrial taxable	itn	1.290000%
industrial taxable excess land	iun	1.096500%
industrial taxable vacant land	ixn	1.096500%
large industrial taxable	Ltn	1.290000%
large industrial excess land	Lun	1.096500%
multi-res taxable farmland 1 ns	m1n	0.120750%
multi-res taxable farmland 1 ep	m1ep	0.120750%
multi-res taxable farmland 1 es	m1es	0.120750%
multi-res taxable farmland 1 fp	m1fp	0.120750%
multi-res taxable farmland 1fs	m1fs	0.120750%
multi-res taxable farmland 2 ep	m4ep	0.161000%
multi-res taxable fp	mtfp	0.161000%
multi-res taxable fs	mtfs	0.161000%
multi-res taxable ep	mtep	0.161000%
multi-res taxable es	mtes	0.161000%
multi-res taxable n	mtn	0.161000%
pipeline taxable	ptn	1.290000%
res/farm taxable 1 fp	r1fp	0.120750%
res/farm taxable 1 fs	r1fs	0.120750%
res/farm taxable farmland 1 ep	r1ep	0.120750%
res/farm taxable farmland 1 es	r1es	0.120750%
res/farm taxable farmland 2 ep	r4ep	0.161000%
res/farm taxable -hydro fp	rhfp	0.161000%
res/farm taxable-hydro fs	rhfs	0.161000%
res/farm taxable-hydro ep	rhep	0.161000%
res/farm taxable-hydro es	rhes	0.161000%
res/farm taxable fp	rtfp	0.161000%
res/farm taxable fs	rtfs	0.161000%
res/farm taxable ns	rtn	0.161000%
res/farm taxable ep	rtep	0.161000%
res/farm taxable es	rtes	0.161000%
shopping centre taxable	stn	1.290000%
shopping centre excess land	sun	1.096500%
managed forest taxable fp	tffp	0.040250%
managed forest taxable fs	tffs	0.040250%

SCHEDULE “A” cont’d
By-law No. A.- ____ - ____

COLUMN 1	COLUMN 2	COLUMN 3
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 EDUCATION TAX RATES
managed forest taxable ep	ttep	0.040250%
managed forest taxable es	ttes	0.040250%
Landfill	Ht	1.290000%
commercial taxable (new construction)	Xtn	1.030000%
commercial taxable excess land (new construction)	Xun	0.875500%
commercial taxable vacant land (new construction)	Xxn	0.875500%
office bldg (new construction)	ytn	1.030000%
office bldg excess land (new construction)	yun	0.875500%
shopping centre (new construction)	ztn	1.030000%
shopping centre excess land (new construction)	zun	0.875500%
industrial taxable (new construction)	Jtn	1.030000%
industrial taxable excess land (new construction)	Jun	0.875500%
industrial taxable vacant land (new construction)	Jxn	0.875500%
industrial taxable (new construction)	ktn	1.030000%
industrial taxable excess land (new construction)	kun	0.875500%
New multi-residential	nt	0.161000%

SCHEDULE “B”
By-law No. A.-_____ - _____

**Definitions of
Realty Tax Classes (RTC) and Realty Tax Qualifiers (RTQ) (Taxable/PIL) Under
OFAS**

Realty Tax Class (RTC)	Description	Realty Tax Qualifier (RTQ)	Description
A	Theatre	A	Taxable: General Vacant Land
C	Commercial	B	Taxable
D	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Full, Shared Payment-in-Lieu
I	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
X	Commercial (new construction)	1	Taxable: Farmland Awaiting Development Phase I
Y	Office Building (new construction)	2	Payment-In-Lieu: Full, Farmland 1
Z	Shopping Centre (new construction)	3	Payment-In-Lieu: General, Farmland 1
J	Industrial (new construction)	4	Taxable: Farmland Awaiting Development Phase II
K	Large Industrial (new construction)	5	Payment-In-Lieu: Full, Farmland II
H	Landfill	6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

Bill No. 177
2019

By-law No. A.- _____ - ____

A by-law levying tax rates for property classes
in 2019.

WHEREAS in accordance with section 290 of the *Municipal Act, 2001*, as amended, Council has adopted estimates of all sums required during 2019 for the purposes of the municipality, including among other things a sum sufficient to pay all debts of the Corporation falling due within the year, any amount required to be raised for sinking funds, the cost of collection, abatement of and discount on taxes, uncollectible taxes and taxes that it is estimated will not be collected during the year, and reserves;

AND WHEREAS section 312 of the *Municipal Act, 2001*, as amended, provides that the council of every local municipality in each year shall levy in the manner set out in sections 307, 308 and 312 of the *Municipal Act, 2001*, as amended, on the whole of the assessment for real property according to the last revised assessment roll, a sum equal to the aggregate of the sums adopted under section 290 of the *Municipal Act, 2001*, as amended;

AND WHEREAS section 307 of the *Municipal Act, 2001*, as amended, provides that all municipal, local or direct taxes or rates shall, where no other express provision is made, be levied upon the whole of the assessment for real property or other assessments made under the *Assessment Act*, according to the amount assessed in respect thereof, and not upon any one or more kinds of property or assessment or in different proportions;

THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

2019 MUNICIPAL RATE BY-LAW 2019 Levies

1. The tax rates set out in column 4 of Schedule “A” of this by-law are hereby levied in 2019 for the 2019 general local municipality levy on all of the assessment.

Definitions - Realty Tax Classes and Realty Tax Qualifiers

2. For purposes of this by-law, Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) under the Ontario Fair Assessment System (OFAS) are defined in Schedule “B” of this by-law and are indicated in the first two characters of the codes in column 2 of Schedule “A” of this by-law. Where there is more than one code in column 2 of Schedule “A” the codes are separated by a comma.

Tax on Certain Institutions

3. A tax or other amount payable on the 1st day of July, 2019, is hereby levied upon every university, college, institution, school, hospital or other facility described in section 323 of the *Municipal Act, 2001*, as amended, at the maximum rate for each student, place or bed, as the case may be, under that section.

Administration of By-law

5. The administration of this by-law is assigned to the City Treasurer who is hereby authorized and directed to do such things as may be necessary or advisable to

carry out fully the provisions of this by-law.

Commencement

6. This by-law comes into force on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading – May 7, 2019

SCHEDULE “A”
By-law No. A.-_____ - _____

Municipal Tax Rates

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 TAX RATIOS	YEAR 2019 GENERAL TAX RATE
com taxable farmland 1	c1n	0.750000	0.884419%
com taxable farmland 2	c4n	1.920000	2.264112%
commercial taxable - hydro	chn, xhn	1.920000	2.264112%
commercial taxable vacant -hydro	cjn, xjn	1.344000	1.584878%
commercial taxable - excess - hydro	ckn, xkn	1.344000	1.584878%
commercial taxable tenant of Province	cpn, xpn	1.920000	2.264112%
commercial taxable	ctn, xtn	1.920000	2.264112%
commercial taxable excess land	cun, xun	1.344000	1.584878%
commercial taxable vacant land	cxn, xxn	1.344000	1.584878%
office bldg taxable - hydro	dhn, yhn	1.920000	2.264112%
office bldg taxable	dtm, ytm	1.920000	2.264112%
office bldg taxable excess land	dun, yun	1.344000	1.584878%
farmland taxable fp	ffp	0.102820	0.121248%
farmland taxable fs	fffs	0.102820	0.121248%
farmland taxable no support	ftn	0.102820	0.121248%
farmland taxable ep	ftep	0.102820	0.121248%
farmland taxable es	ftes	0.102820	0.121248%
parking lot taxable	gtm	1.920000	2.264112%
industrial taxable farmland 1	i1n	0.750000	0.884419%
industrial taxable farmland 2	i4n	1.920000	2.264112%
industrial taxable - hydro	ihn, jhn	1.920000	2.264112%
industrial taxable - hydro- el	ikn, jkn	1.344000	1.584878%
industrial taxable	itm, jtm	1.920000	2.264112%
industrial taxable excess land	iun, jun	1.344000	1.584878%
industrial taxable vacant land	ixn, jxn	1.344000	1.584878%
large industrial taxable	Ltm, ktm	1.920000	2.264112%
large industrial excess land	Lun, kun	1.344000	1.584878%
multi-res taxable farmland 1 ns	m1n	0.750000	0.884419%
multi-res taxable farmland 1 ep	m1ep	0.750000	0.884419%
multi-res taxable farmland 1 es	m1es	0.750000	0.884419%
multi-res taxable farmland 1 fp	m1fp	0.750000	0.884419%
multi-res taxable farmland 1 fs	m1fs	0.750000	0.884419%
multi-res taxable farmland 2 ep	m4ep	1.749100	2.062582%
multi-res taxable fp	mtfp	1.749100	2.062582%
multi-res taxable fs	mtfs	1.749100	2.062582%
multi-res taxable ep	mtep	1.749100	2.062582%
multi-res taxable es	mtes	1.749100	2.062582%
multi-res taxable n	mtm	1.749100	2.062582%
pipeline taxable	ptm	1.713000	2.020012%
res/farm taxable 1 fp	r1fp	0.750000	0.884419%
res/farm taxable 1 fs	r1fs	0.750000	0.884419%
res/farm taxable farmland 1 ep	r1ep	0.750000	0.884419%
res/farm taxable farmland 1 es	r1es	0.750000	0.884419%
res/farm taxable farmland 2 ep	r4ep	1.000000	1.179225%
res/farm taxable -hydro fp	rhfp	1.000000	1.179225%
res/farm taxable-hydro fs	rhfs	1.000000	1.179225%
res/farm taxable-hydro ep	rhfp	1.000000	1.179225%
res/farm taxable-hydro es	rhes	1.000000	1.179225%
res/farm taxable fp	rtfp	1.000000	1.179225%
res/farm taxable fs	rtfs	1.000000	1.179225%
res/farm taxable ns	rtm	1.000000	1.179225%
res/farm taxable ep	rtep	1.000000	1.179225%
res/farm taxable es	rtes	1.000000	1.179225%
shopping centre taxable	stm, ztm	1.920000	2.264112%
shopping centre excess land	sun, zun	1.344000	1.584878%
managed forest taxable fp	ttfp	0.250000	0.294806%

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
ABBREVIATED RATEABLE PROPERTY DESCRIPTION	CODE	YEAR 2019 TAX RATIOS	YEAR 2019 GENERAL TAX RATE
managed forest taxable es	ttes	0.250000	0.294806%
Landfills taxable	ht	2.459410	0.294806%
New multi-residential taxable	nt	1.000000	1.179225%
Landfills	ht	2.633590	3.105595%

SCHEDULE “B”
By-law No. A.-_____ - _____

Definitions of
Realty Tax Classes and Realty Tax Qualifiers (Taxable/PIL) Under OFAS

Realty Tax Class (RTC)	Description	Realty Tax Qualifier (RTQ)	Description
A	Theatre	A	Taxable: General Vacant Land
C	Commercial	B	Taxable: General Excess Land
D	Office Building	D	Taxable: Education Only
E	Exempt	F	Payment-In-Lieu: Full
F	Farm	G	Payment-In-Lieu: General
G	Parking Lot	H	Taxable: Shared Payment-in-Lieu
I	Industrial	J	Taxable: Vacant Land, Shared Payment-in-Lieu
L	Large Industrial	K	Taxable: Excess Land, Shared Payment-in-Lieu
M	Multi-Residential	M	Taxable: General
N	New Multi-Residential	P	Taxable Tenant of Province
O	Other	Q	Payment-in-Lieu: Full Excess Land, Taxable Tenant of Province
P	Pipeline	T	Taxable: Full
Q	Professional Sports Facility	U	Taxable: Excess Land
R	Residential	V	Payment-in-Lieu: Full Excess Land
S	Shopping Centre	W	Payment-In-Lieu: General Excess Land
T	Managed Forest	X	Taxable: Vacant Land
U	Utility Transmission / Distribution	Y	Payment-In-Lieu: Full Vacant Land
W	Railway Right-of-Way	Z	Payment-In-Lieu: General Vacant Land
X	Commercial (New construction)	1	Taxable: Farmland 1
Y	Office Building (New Construction)	2	Payment-In-Lieu: Full, Farmland 1
Z	Shopping Centre (New Construction)	3	Payment-In-Lieu: General, Farmland 1
J	Industrial (new construction)	4	Taxable: Farmland II
K	Large Industrial (New Construction)	5	Payment-In-Lieu: Full, Farmland II
H	Landfill	6	Payment-In-Lieu: General, Farmland II

Note that each RTC will be applied in combination with an appropriate RTQ.

Bill No.
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 Wharncliffe Road, from Oxford Street West to Essex Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wharncliffe Road, from Oxford Street West to Essex Street, namely:

“Part of Lot 1 on Registered Plan 434(W) in the City of London, designated as Part 1 on Reference Plan 33R-19516.”

“Part of Lot 2 on Registered Plan 434(W) in the City of London, designated as Part 2 on Reference Plan 33R-19516.”

“Part of Lot 1 on Registered Plan 429(W) and that part of Wharncliffe Road North as closed by By-law S.-1182-305 and amended by By-law S.-1182-(A)127, in the City of London, designated as Part 1 on Reference Plan 33R-19756.”

“Part of Lot 3 on Registered Plan 434(W) in the City of London, designated as Part 2 on Reference Plan 33R-19756.”

“Part of Lot 4 on Registered Plan 434(W) in the City of London, designated as Part 4 on Reference Plan 33R-19516.”

“Part of Lots 4 and 5 on Registered Plan 434(W) in the City of London, designated as Part 5 on Reference Plan 33R-19516.”

“Part of Lots 5, 6 and 7 on Registered Plan 434(W) in the City of London, designated as Part 1 on Expropriation Plan ER1115597.”

“Part of Lot 3, North of Beaufort Street, on Registered Plan 5(W) and that part of Wharncliffe Road North as closed by By-law S.-1182-305 and amended by By-law S.-1182-(A)127, in the City of London, designated as Part 7 on Reference Plan 33R-19516.”

“Part of Lot 17 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 1 on Reference Plan 33R-19520.”

“Part of Lot 20 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Parts 2 and 3 on Reference Plan 33R-19520.”

“Part of Lot 20 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Parts 4 and 5 on Reference Plan 33R-19520.”

“Part of Lot 21 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 1 on Expropriation Plan ER1112548.”

“Part of Lot 61 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 2 on Expropriation Plan ER1080686.”

“Part of Lot 60 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 9 on Reference Plan 33R-19520.”

“Part of Lots 58 and 59 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 10 on Reference Plan 33R-19520.”

“Part of Lot 3 on Registered Plan 429(W), Part of Lot 6 East of Wharncliffe Road on Registered Plan 5(W) and that part of Wharncliffe Road North as closed by By-law S.-1182-305 and amended by By-law S.-1182-(A)127, in the City of London, designated as Part 14 on Reference Plan 33R-19520.”

“Part of Lots 4 and 5 East of Wharncliffe Road on Registered Plan 5(W) and that part of Wharncliffe Road North as closed by By-law S.-470-26, in the City of London, designated as Part 15 on Reference Plan 33R-19520.”

“Part of Lots 1 and 2 on Registered Plan 426(W) in the City of London, designated as Part 19 on Reference Plan 33R-19520.”

“Part of Lot 3 on Registered Plan 426(W) in the City of London, designated as Part 20 on Reference Plan 33R-19520.”

“Part of Lot 22 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 1 on Reference Plan 33R-19554.”

2. This by-law comes into force and effect on the day it is passed.

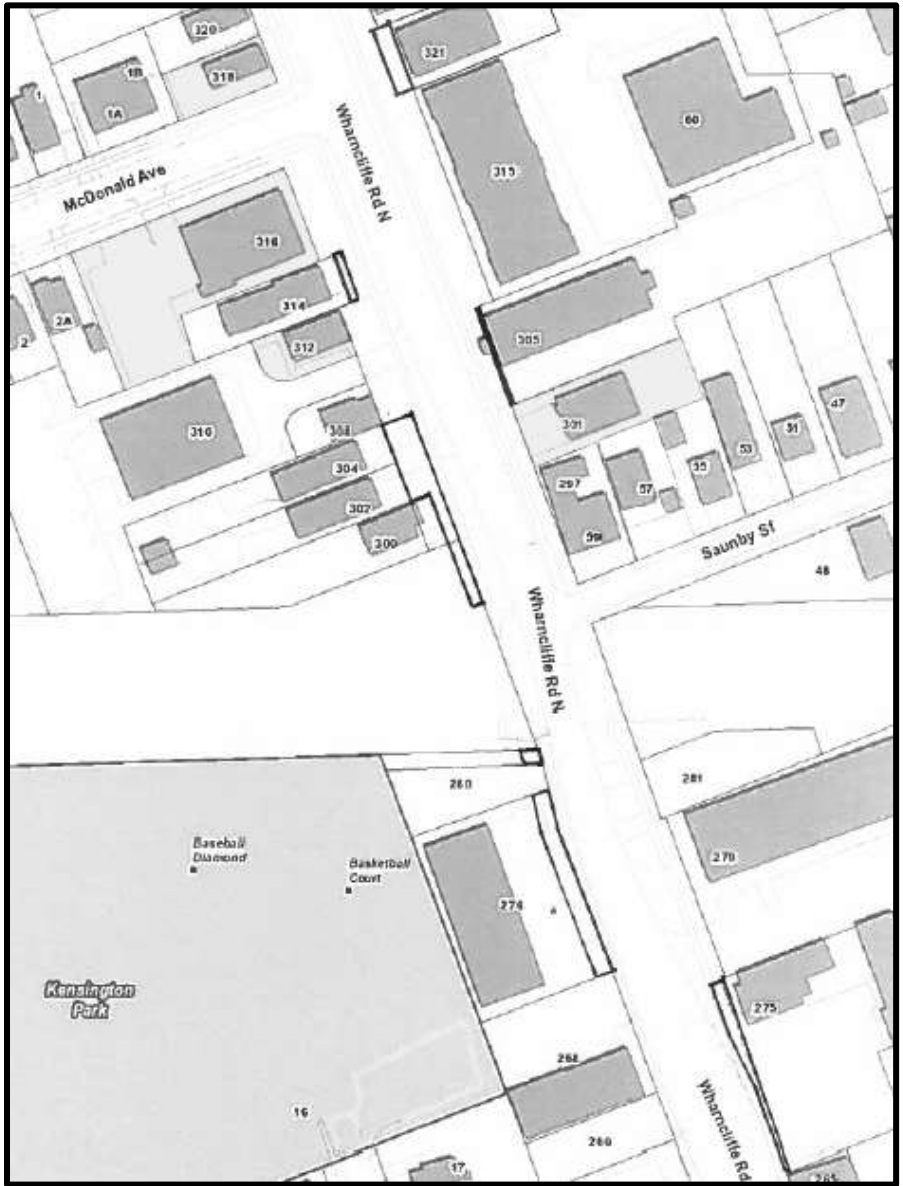
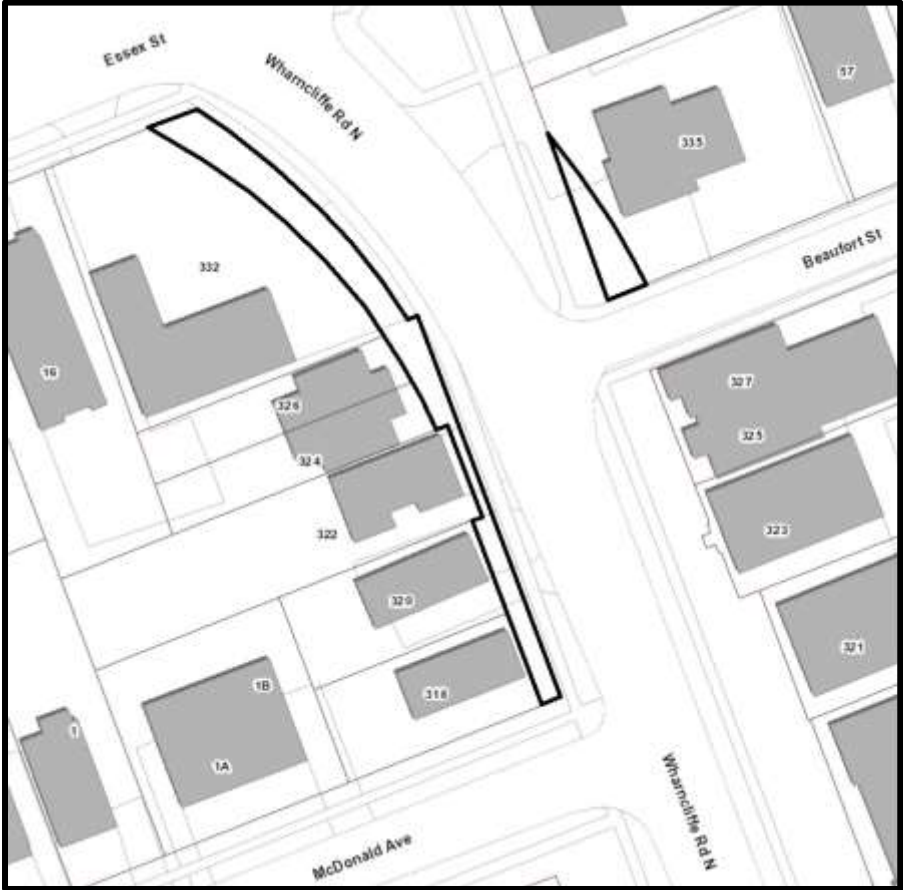
PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - May 7, 2019
Second Reading - May 7, 2019
Third Reading - May 7, 2019

Location Map



 Subject Lands

Bill No.
2019

By-law No. W.-5581()-____

A by-law to amend by-law No. W.-5581-134 entitled, "A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements. (Project No. TS1134)

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

AND WHEREAS it has been deemed expedient to amend By-law No. W.-5581-134 passed on April 14, 2015, to authorize an increase in the net amount of monies to be debentured for the "Richmond Street and Fanshawe Park Road Intersection Improvements (Project No. TS1134)";

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The net cost of this project shall be met by the increase in the issue of debentures by \$310,000.00 from \$85,000.00 to \$395,000.
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 7, 2019
Second Reading – May 7, 2019
Third Reading – May 7, 2019

Bill No.
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 Wharncliffe Road, from Oxford Street West to Essex Street)

WHEREAS it is expedient to establish the lands hereinafter described as public highway;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wharncliffe Road, from Oxford Street West to Essex Street, namely:

“Part of Lot 1 on Registered Plan 434(W) in the City of London, designated as Part 1 on Reference Plan 33R-19516.”

“Part of Lot 2 on Registered Plan 434(W) in the City of London, designated as Part 2 on Reference Plan 33R-19516.”

“Part of Lot 1 on Registered Plan 429(W) and that part of Wharncliffe Road North as closed by By-law S.-1182-305 and amended by By-law S.-1182-(A)127, in the City of London, designated as Part 1 on Reference Plan 33R-19756.”

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“Part of Lot 20 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Parts 2 and 3 on Reference Plan 33R-19520.”

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“Part of Lot 60 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 9 on Reference Plan 33R-19520.”

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“Part of Lot 3 on Registered Plan 426(W) in the City of London, designated as Part 20 on Reference Plan 33R-19520.”

“Part of Lot 22 on Registrar’s Compiled Plan 450(W) in the City of London, designated as Part 1 on Reference Plan 33R-19554.”

2. This by-law comes into force and effect on the day it is passed.

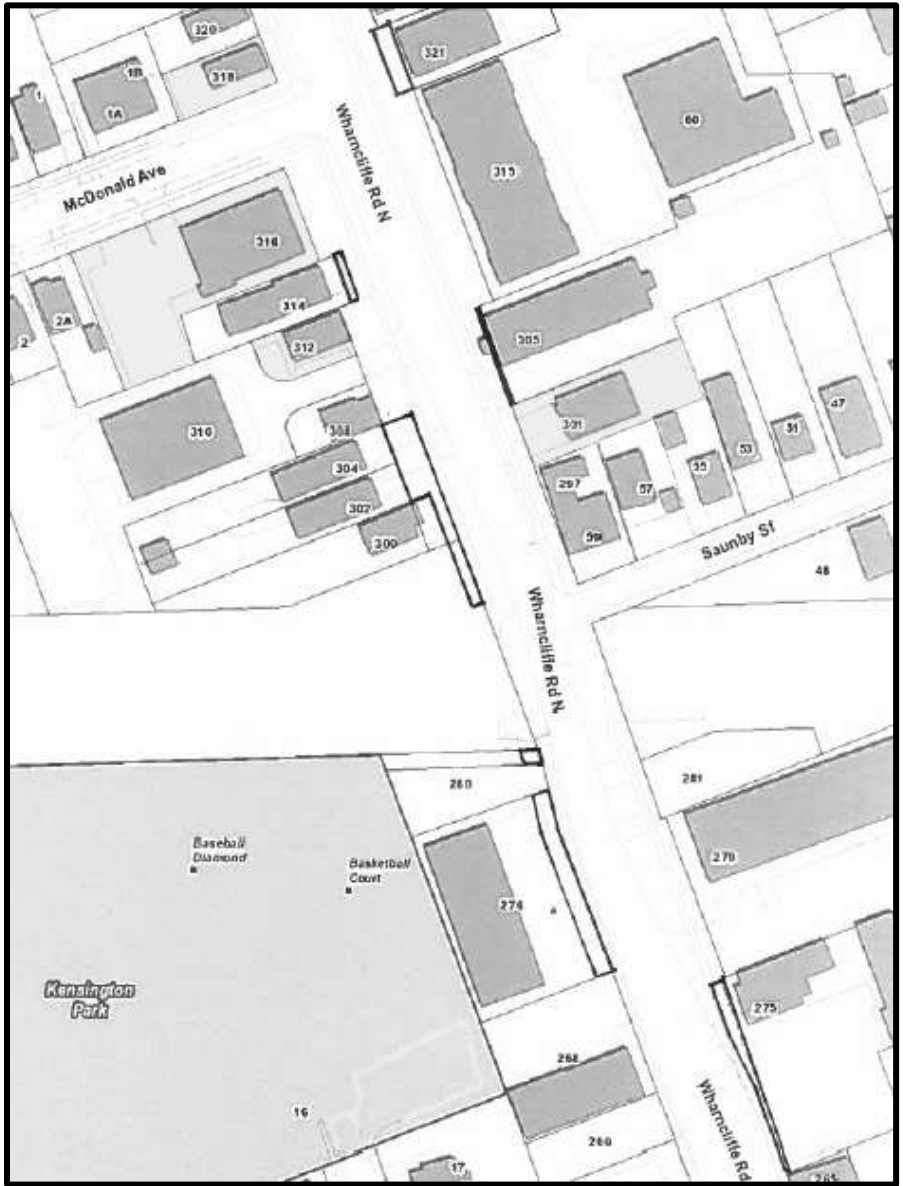
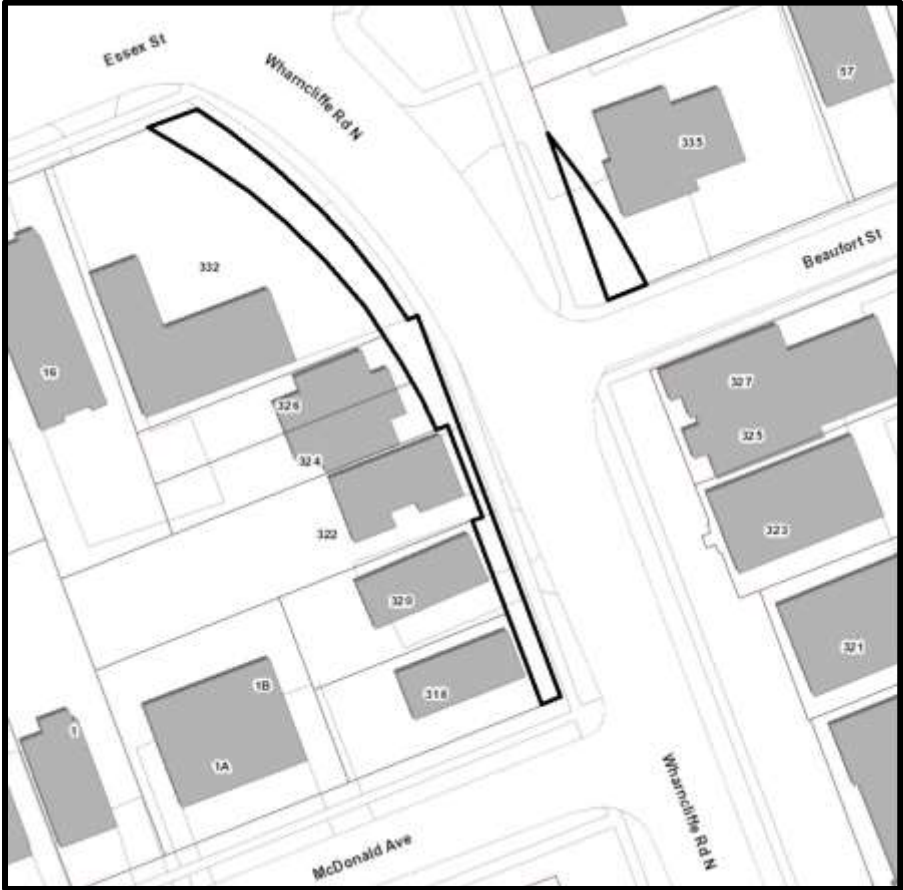
PASSED in Open Council on May 7, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - May 7, 2019
Second Reading - May 7, 2019
Third Reading - May 7, 2019

Location Map



 Subject Lands