



Council Minutes

The 16th Meeting of City Council
August 27, 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. Pelozo, A. Kayabaga, S. Hillier

Also Present: M. Hayward, G. Barrett, M. Butlin, B. Card, I. Collins, S. Datars Bere, G. Kotsifas, L. Livingstone, S. Mathers, J. McGonigle, P. McKague, S. Miller, D. Mounteer, D. O'Brien, C. Saunders, M. Schulthess, C. Smith, S. Stafford, J. Stanford, J. Taylor, B. Warner, and B. Westlake-Power.

The meeting was called to order at 4:03 PM, with Mayor E. Holder in the Chair and all Members present.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 3.2 (17) of the 9th Report of the Community and Protective Services Committee and related Bill No. 316, having to do with the Adult Entertainment Parlour located at 2190 Dundas Street, by indicating that he supervises employees of the London Middlesex Health Unit who are responsible for inspecting such premises.

Councillor J. Morgan discloses a pecuniary interest in Item 5.1 (6) of the 16th Report of the Corporate Services Committee and related Bill No. 335, having to do with an appointment to the London Hydro Board of Directors, by indicating that one of the candidates has a direct role in his employment with Western University.

2. Recognitions

2.1 His Worship the Mayor presents the 2019 Queen Elizabeth Scholarships to the following recipients: Alex Guo from Oakridge Secondary School (average 99.83%) and Emma Cervinka from Catholic Central High School (average 99.16%)

2.2 His Worship the Mayor calls upon Michelle Cassavecchia-Somers, AMCTO Board of Directors, to award the City of London with the E.A. Danby Certificate of Merit for the 2018 Ranked Ballot Election

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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. (6.1/16/CSC)

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

A matter pertaining to the proposed or pending 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. (6.2/16/CSC)

4.3 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. (6.3/16/CSC)

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

A matter pertaining to the proposed or pending lease of 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. (6.4/16/CSC)

4.5 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.5/16/CSC)

4.6 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding identifiable individuals, with respect to employment-related matters, advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose. (6.6/16/CSC)

4.7 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. (6.7/16/CSC)

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

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

negotiations carried on or to be carried on by or on behalf of the municipality. (6.8/16/CSC)

4.9 Solicitor-Client Privileged Advice

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the appropriate ownership of the Pine Valley Condominium sewer. (6.1/12/CWC)

4.10 (ADDED) Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City / Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to 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; a matter pertaining to an identifiable individual; employment-related matters; 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. (6.1/17/SPPC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/17/SPPC)

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

Motion Passed (15 to 0)

The Council rises and goes into the Council, In Closed Session, at 4:30 PM, with Mayor E. Holder in the Chair and all Members present.

At 5:16 PM, Councillor S. Turner leaves the meeting.

At 5:25 PM, Councillor S. Turner enters the meeting.

The Council, In Closed Session, rises at 5:35 PM and Council reconvenes at 5:40 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 15th Meeting held on July 30, 2019

Motion made by: P. Van Meerbergen

Seconded by: S. Turner

That the Minutes of the 15th Meeting held on July 30, 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. Kayabaga
Seconded by: S. Hillier

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

6.1 Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London

(Refer to the Planning and Environment Committee Stage for consideration with Item 3.4(12) of the 14th Report of the Planning and Environment Committee)

1. Heather D. Chapman, 3-152 Albert Street

6.2 London's Film and Multi-Media Industry Update

(Refer to the Community and Protective Services Committee Stage for consideration with Item 4.1 (19) of the 9th Report of the Community and Protective Services Committee)

1. Nancy Branscombe, 191 Cheapside Street

6.3 RFP 19-14 - Animal Services

(Refer to the Community and Protective Services Committee Stage for consideration with Item 2.10 (9) of the 9th Report of the Community and Protective Services Committee)

1. Marie Blosh, 43 Mayfair Drive, Dianne Fortney, 28 Argyle Street and Tricia Lystar, 1021 Fogerty Street.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 14th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 14th Report of the Planning and Environment Committee BE APPROVED, excluding Item 3.1 (9).

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. Pelozza, 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) 8th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 8th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on August 8, 2019:

- a) the following actions be taken with respect to the 7th Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on June 20, 2019:
 - i) the Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on June 20, 2019 BE RECEIVED; and,
 - ii) the Animal Welfare Advisory Committee BE REQUESTED to review the most recent Draft "You, Your Dog and Environmentally Significant Areas" brochure and provide feedback to the Environmental and Ecological Planning Advisory Committee; and,
 - iii) the Animal Welfare Advisory Committee BE REQUESTED to provide an update to the Environmental and Ecological Planning Advisory Committee on the status of the distribution of the "Is Your Cat Safe Outdoors?" brochure; and,
- b) clauses 1.1 and 1.2, 3.2 to 3.5 inclusive, 5.1 and 5.2, BE RECEIVED for information.

Motion Passed

3. (2.2) 7th Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the Trees and Forests Advisory Committee, from its meeting held on July 24, 2019:

- a) the following action be taken with respect to the 2019 Work Plan:
 - i) the Civic Administration BE INVITED to the next meeting of the Trees and Forests Advisory Committee (TFAC), with respect to an update on the progress of the Urban Forest Strategy; it being noted that TFAC held a general discussion with respect to the 2019 Work Plan; and,
- b) clauses 1.1, 3.1 and 5.1 BE RECEIVED for information.

Motion Passed

4. (2.3) Hyde Park Regeneration Investigation

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated August 12, 2019 entitled "Hyde Park Community Regeneration Investigation" BE RECEIVED for information; it being noted that a Community Improvement Plan

is not justified or necessary to achieve the goals identified in the community, and that City Planning staff will continue to work with the Hyde Park Business Improvement Area (BIA) and community stakeholders and groups, to provide support and education regarding the planning process and the framework for community regeneration and development. (2019-D09)

Motion Passed

5. (2.4) Including Green Roof Area in Landscaped Open Space Requirements

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, the following actions be taken with respect to green roofs:

- a) the staff report dated August 12, 2019 entitled "Including Green Roof Area in Landscaped Open Space Requirements" BE RECEIVED for information; and,
- b) this item BE REMOVED from the deferred matters list of the Planning and Environment Committee. (2019-D09)

Motion Passed

6. (2.5) Application - 1603 Hamilton Road - Victoria on the River Subdivision Phase 5 - Special Provisions (39T-09502)

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 Lot 9, Concession 1 and Part of Block 61, Plan 33M-688, situated on the north side of Commissioners Road East, west of Hamilton Road, municipally known as 1603 Hamilton 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 Victoria on the River Subdivision, Phase 5 (39T-09502) appended to the staff report dated August 12, 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 August 12, 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 fulfil its conditions. (2019-D09)

Motion Passed

7. (2.6) Application - 800 Sunningdale Road West - Sunningdale West Subdivision Phase 2 - Special Provisions (39T-05508)

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 Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited, for the subdivision of land over Part of Lot 16. Registrar's Compiled Plan No. 1028, situated on the south side of Sunningdale Road West, east of Wonderland Road North, municipally known as 800 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited, for the Sunningdale West Subdivision, Phase 2 (39T-05508) appended to the staff report dated August 12, 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 August 12, 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 August 12, 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 fulfill its conditions. (2019-D09)

Motion Passed

8. (2.7) Building Division Monthly Report for June 2019

Motion made by: A. Hopkins

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

Motion Passed

10. (3.2) Application - 79 Meg Drive (Z-9036) (Relates to Bill No. 332)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Almehdi Almontathar Union, relating to a portion of the property located at 79 Meg Drive, the proposed by-law appended to the staff report dated August 12, 2019 BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 Light Industrial (LI6/LI7) Zone TO a Light Industrial Special Provision (LI3/LI6/LI7(15)) 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 recommended amendment is consistent with the Provincial Policy Statement, 2014;

- the recommended amendment is in conformity with the policies of the Southwest Area Secondary Plan (SWAP);
- the recommended amendment is in conformity with the in-force policies of The London Plan; and,
- the recommended amendment is in conformity with the policies of the 1989 Official Plan. (2019-D09)

Motion Passed

11. (3.3) Application - Draft Plan of Vacant Land Condominium - 6990 Clayton Walk (39CD-19511)

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 2219008 Ontario Ltd. (York Developments), relating to the property located at 6990 Clayton Walk:

a) the Approval Authority BE ADVISED that no issuers were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 6990 Clayton Walk; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 6990 Clayton Walk;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2019-D07/D09)

Motion Passed

12. (3.4) Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London (Relates to Bill No. 333)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, with advice of the Heritage Planner, the following actions be taken with respect to the application of The Corporation of the City of London to update and replace the “Heritage Places” guideline document which applies citywide:

a) the “Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London” guideline document, appended to the staff report dated August 12, 2019 as Appendix “A”, BE ADOPTED at the Municipal Council meeting to be held on August 27, 2019 by resolution of Municipal Council in conformity with Policy 1713 of The London Plan; and,

b) the proposed by-law appended to the staff report dated August 12, 2019 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019 to amend Policy 1721_4 of The London Plan to delete “Heritage Places: A Description of Potential Heritage Conservation Areas in the City of London” and replace it with “Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London”;

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-R01)

Motion Passed

13. (3.5) Application - Southern Portion of 3086 Tillman Road (Z-8926)
(Relates to Bill No. 334)

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 Westfield Village Estates Inc., relating to the property located at the southern portion of 3086 Tillmann Road:

a) the proposed ~~attached~~, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 R4 Special Provision (h-56*h-84*R4-6(6)) Zone and an Urban Reserve (UR1) Zone TO a Residential R1 (R1-3)Zone; and,

b) pursuant to Section 34(17) of the Planning Act, no further notice BE GIVEN as the proposed amendment is minor in nature;

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 proposed development is consistent with the Provincial Policy Statement, 2014 because it promotes infill and the efficient use of land;
- the proposed development conforms with the in-force polices of The London Plan, including but not limited to permitted sigle detached dwelling use within the Neighbourhood Place Type;
- the proposed development conforms with the in-force policies of the (1989) Official Plan, including but not limited to, the permitted use of single detached dwellings in the Low Density Residential designation; and,
- the eleven (11) single detached dwelling lots can be accommodated on the subject site by way of the recommended zoning and holding provision removal. (2019-D09)

Motion Passed

14. (5.1) Minor Variances Submitted Under Section 45 (1.4) of the Planning Act

Motion made by: A. Hopkins

That the Civic Administration BE DIRECTED to report back with potential process options in response to applications for minor variances submitted under section 45.1.4) of the *Planning Act*.

Motion Passed

9. (3.1) Lot 66, 1738 Hamilton Road

Motion made by: A. Hopkins

That, the following actions be taken with respect to the property located at Lot 66, 1738 Hamilton Road:

a) on the recommendation of the City Clerk, the report dated August 12, 2019 and entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990 – Lot 66, 1738 Hamilton Road" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by P. Derakhshan, Thames Village Joint Venture, for the property located at Lot 66, 1738 Hamilton Road;

it being noted that the Planning and Environment Committee heard a verbal delegation from P. Derakhshan, Planner, Thames Village Joint Venture, with respect to this matter. (2019-D09)

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, E. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): S. Turner

Motion Passed (14 to 1)

8.2 9th Report of the Community and Protective Services Committee

Motion made by: M. Cassidy

That the 9th Report of the Community and Protective Services Committee BE APPROVED, excluding Item 3.2 (17).

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, E. Pelosa, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (14 to 0)

Motion made by: M. Salih

Seconded by: S. Lewis

That pursuant to section 13.2 of the Council Procedure By-law, that Items 2.1 (1) to 5.1 (21), excluding Item 3.2 (17) of the 9th Report of the the Community and Protective Services Committee BE RECONSIDERED, due to a misunderstanding as to the Items being presented for consideration.

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: M. Cassidy

That the 9th Report of the Community and Protective Services Committee
BE APPROVED, excluding Item 3.2 (17).

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. Pelozza,
A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th and 7th Reports of the Accessibility Advisory Committee

Motion made by: M. Cassidy

That the 6th and 7th Reports of the Accessibility Advisory
Committee, from the meetings held on June 27, 2019 and July 25,
2019, respectively, BE RECEIVED.

Motion Passed

3. (2.2) 6th Report of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the 6th Report of the Animal Welfare Advisory Committee,
from its meeting held on July 4, 2019, BE RECEIVED.

Motion Passed

4. (2.3) 6th Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

That the 6th Report of the London Housing Advisory Committee,
from its meeting held on July 10, 2019, BE RECEIVED.

Motion Passed

5. (2.4) White Oaks Park - Pavilion Donation

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director of Parks
and Recreation, the following actions be taken with respect to the
proposed donation of a park amenity for White Oaks Park per
Sections 4.1a) and 4.2b) of the Donation Policy:

a) the donation of a permanently-roofed pavilion to be
constructed at White Oaks Park by a consortium led by York
Developments (London) Inc. BE ACCEPTED; it being noted that

the value of the donation is estimated to be \$300,000;

- b) the above-noted acceptance BE CONDITIONAL upon the Corporation entering into a formal agreement for the work to be done relating to this stage donation; and,
- c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a formal Agreement related to the above-noted approval. (2019-M12)

Motion Passed

6. (2.7) Kilally Fields - Tender 19-67 - Irregular Result

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to Tender 19-67:

- a) the bid submitted by Graceview Enterprises Inc., 51200 Yorkie Line, Belmont, Ontario, N0L 1B0, to construct the Kilally Sport Fields as per T19-67, at its tendered price of \$4,175,080.53, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Graceview Enterprises Inc. was the lowest bid received and meets the City's specifications and requirements in all areas;
- b) in addition to the base bid, the provisional items towards a LED scoreboard in the amount of \$67,250.00 (including all electrical and excluding HST) BE ADDED to the contract amount; it being noted that sports users groups may contribute financially to this item in the future;
- c) in addition to the base bid, a contingency representing 5% of the bid or \$208,754.00 BE ADDED to the total contract amount;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 13, 2019;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- f) the approvals given, herein, BE CONDITIONAL upon The Corporation entering into a formal contract with the contractor for the work; and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-R06)

Motion Passed

7. (2.8) East Lions Park - Tender 19-68 - Irregular Result

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to Tender 19-68:

- a) the bid submitted by Frank Van Bussel & Sons Ltd., 3 Ilderbrook Circle, Ilderton, Ontario, N0M 2A0, to construct East Lions Park, in accordance with T19-68, at its tendered price of \$1,399,999.96, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Frank Van Bussel & Sons Ltd was the only bid 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 August 13, 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 with the contractor 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-R04)

Motion Passed

8. (2.9) Deferred Matters List Item No.5 - CPSC

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Park and Recreation, the staff report dated August 13, 2019, with respect to the Community and Protective Services Committee Deferred Matters List item related to the Outdoor Event Guide, BE RECEIVED. (2019-A22)

Motion Passed

9. (2.10) RFP 19-14 - Animal Services

Motion made by: M. Cassidy

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 Animal Services contract, RFP 19-14, recognizing the vision for animal services where all pets have a caring, respectful and responsible home:

- a) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted total annual cost for services of \$2,250,580, adjusted by the Consumer Price Index of Ontario each November, commencing as of November 1, 2019 BE ACCEPTED in accordance with the Procurement of Goods and Services Policy section 12.2 (b);
- b) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted

total annual cost for the continued added services of a Registered Veterinary Technician, and an Animal Care Assistant who provide service at London Animal Shelter Service, the City of London Companion Animal Hospital in the amount of \$60,000, adjusted by the Consumer Price Index of Ontario each November, commencing as of November 1, 2019, BE APPROVED in accordance with the Procurement of Goods and Services Policy section 12.2 (b);

c) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted total annual cost for the operation of the City of London Cat Adoption Centre (Catty Shack), in the amount of \$108,042, BE APPROVED in accordance with the Procurement of Goods and Services Policy section 12.2 (b); and,

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with this contract. (2019-P14)

Motion Passed

10. (2.11) Age Friendly London Progress Report 2019

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August 13, 2019, with respect to an Age Friendly London Progress Report for 2019, BE RECEIVED. (2019-S12)

Motion Passed

11. (2.12) London Strengthening Neighbourhood Strategy - Neighbourhood Event Equipment Lending Program

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August 13, 2019, with respect to the London Strengthening Neighbourhoods Strategy Neighbourhood Event Equipment Lending Program, BE RECEIVED. (2019-S12)

Motion Passed

12. (2.13) East Community Centre - Construction Update

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation and the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August 13, 2019, with respect to an update on the East Community Centre construction, BE RECEIVED. (2019-S12)

Motion Passed

13. (2.14) Response to LIFE*SPIN's Report "Affordable Housing, a Community Perspective"

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated August 13, 2019, with respect to the Civic Administration's response to LIFE*SPIN's report entitled "Affordable Housing, A Community Perspective", BE RECEIVED. (2019-S12)

Motion Passed

14. (2.5) Information Report - Parks Winter Garbage Collection

Motion made by: M. Cassidy

That the following actions be taken with respect to Parks Winter Garbage Collection:

- a) the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee, at a future meeting, with respect to a list of parks within the City of London that currently have garbage pick-up during the winter and a list of parks that are close to roadways, trails or community centres that would be more easily serviced; and,
- b) the staff report dated August 13, 2019, with respect to this matter, BE RECEIVED. (2019-E07)

Motion Passed

15. (2.6) Vimy Ridge Park - Permanent Park Site - Deferred Matter 1

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the selection of the permanent location for Vimy Ridge Park:

- a) based on stakeholder consultations, the temporary Vimy Ridge Park site at the south-east corner of Hale Street and Trafalgar Street BE CONFIRMED as the permanent park location;
- b) the 427 Wing RCAFA and other groups associated with various commemorations of the 100th anniversary of the historic battle of Vimy Ridge in April 1917 BE THANKED for their vision and efforts; and,
- c) a concept plan for enhancements to the permanent park site and seek further public input into the detailed design BE PREPARED prior to construction;

it being noted that funding was established by Council in 2017 to complete the basic requirements for enhancements to the permanent park site, once it was determined. (2019-R04)

Motion Passed

16. (3.1) 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee and the 2019 City of London Diversity, Race Relations and Inclusivity Award

Motion made by: M. Cassidy

That the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on July 18, 2019, the 2019 City of London Diversity, Race Relations and Inclusivity Award Fact Sheet, as appended to the agenda, and the attached presentation from F. Cassar, DIAAC, BE RECEIVED. (2019-M11)

Motion Passed

18. (3.3) Public Nuisance By-law Amendments - Nuisance Party Cost Recovery and Fees (Relates to Bill No. 317)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated August 13, 2019, BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, to amend By-law PH-18 entitled, "A by-law to prohibit and regulate public nuisances within the City of London";

it being noted that a communication dated August 9, 2019 from J. Hoffer, Cohen Highley, as well as the attached presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, were received;

it being further noted that no individuals spoke at the public participation meeting associated with this matter. (2019-P01)

Motion Passed

19. (4.1) London's Film and Multi-Media Industry Update

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Park and Recreation, the following actions be taken with respect to an update on London's Film and Multi-Media Industry:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to submit a business case as part of the Multi-Year Budget process to support the completion of a Film and Multi-Media Strategy as outlined in the staff report dated August 13, 2019;

it being noted that a delegation from K. Peckham, Forest City Film Festival, with respect to this matter, was received. (2019-S12/R08)

Motion Passed

20. (4.2) New Models of Housing for Seniors

Motion made by: M. Cassidy

That the communication from Councillor M. van Holst, with respect to new Models of Housing for Seniors, BE RECEIVED. (2019-S10)

Motion Passed

21. (5.1) Deferred Matters List

Motion made by: M. Cassidy

That the Deferred Matters List for the Community and Protective Services Committee, as at August 2, 2019, BE RECEIVED.

Motion Passed

17. (3.2) Adult Live Entertainment Parlour Location - 2190 Dundas Street (Relates to Bill No. 316)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated August 13, 2019, BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, to amend By-law No. L-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses" to remove a permitted location for an Adult Live Entertainment Parlour and reduce the number of permitted Adult Live Entertainment Parlour Owner licences;

it being noted that the ~~attached~~ presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, was received;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding this matter. (2019-S12)

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, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (14 to 0)

8.3 16th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 16th Report of the Corporate Services Committee BE APPROVED, excluding Items 2.2 (3) and 5.1 (6).

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

Councillor J. Morgan discloses a pecuniary interest in clause 5.1 having to do with an appointment to the London Hydro Board of Directors, by indicating that one of the candidates has a direct role in his employment with Western University.

Motion Passed

2. (2.1) Council Policy - Use of Corporate Resources for Election Purposes (Relates to Bill No. 315)

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated August 13, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019 to amend By-law No. CPOL.-230-519, being "Policy for the Use of City of London Resources For Municipal Election Purposes" by renaming the Council Policy "Use of City of London Resources For Election Purposes" and to update the Policy to provide additional clarity, particularly as it relates to provincial and federal election campaigns and Registered Third Parties.

Motion Passed

4. (2.3) 2018 Annual Reporting of Lease Financing Agreements

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated August 13, 2019 with respect to the 2018 annual reporting of lease financing agreements BE RECEIVED for information.

Motion Passed

5. (2.4) Demolition - UTRCA Owned - City Managed Property - 1318 Old Bridge Road

Motion made by: J. Morgan

That, on the recommendation of the Managing Director of Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the property owned by the Upper Thames River Conservation Authority (UTRCA) and managed by the City, located at 1318 Old Bridge Road, as shown on Schedule "A" as appended to the staff report dated August 13, 2019, the following actions be taken:

- a) the subject property BE RECOMMENDED for demolition; and
- b) the Civic Administration BE DIRECTED to take all necessary steps to action the above-noted demolition, including completing a request for quotation for work to be completed, obtaining a demolition permit and any other activities to facilitate the demolition;

it being noted that existing capital accounts and operating accounts will be drawn upon as a source of financing to carry out the subject demolitions.

Motion Passed

3. (2.2) Website Redesign Development and Implementation for the City of London

Motion made by: J. Morgan

That, on the recommendation of the Director, Strategic Communications, Government Relations and Public Engagement and of the Director, Information Technology Services, Finance and Corporate Services, the following actions be taken with respect to the selection of a vendor for the Website Redesign Development and Implementation for City of London:

- a) the proposal submitted by Echidna Corp. O/A Digital Echidna, 200-365 Talbot Street, London, Ontario N6A 2R5 for the Website Redesign Development and Implementation for the City of London BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the price submitted by Digital Echidna for the first year cost of \$473,750 (excluding H.S.T.), and subsequent years annual cost of \$78,750 (excluding H.S.T.), for three (3) years as the initial term, and the optional renewal term of four (4) years at one (1) year each, at sole discretion of the City, BE ACCEPTED;
- c) the financing for the project BE APPROVED in accordance with the "Sources of Funding Report" appended to the staff report dated August 13, 2019 as Appendix "A";
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- e) approval herein BE CONDITIONAL upon the Corporation entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval; and
- f) the Mayor and City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

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. Pelozza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

6. (5.1) Appointment to the London Hydro Board of Directors (Relates to Bill No. 335)

Motion made by: J. Helmer

That, on the recommendation of the Corporate Services Committee, the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held August 27, 2019 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., appended as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. appended as Schedule "A" to the by-law;

it being noted that Andrew Hrymak was selected for appointment to the London Hydro Inc. Board of Directors.

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

Recuse: (1): J. Morgan

Motion Passed (14 to 0)

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

That notwithstanding the allocated Dinner Recess time of 6:30 PM as indicated on the Council Agenda, the Council Meeting BE CONTINUED.

Yeas: (10): Mayor E. Holder, M. Salih, J. Helmer, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (5): M. van Holst, S. Lewis, M. Cassidy, J. Morgan, and E. Pelozza

Motion Passed (10 to 5)

8.4 12th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 12th 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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 7th Report of the Transportation Advisory Committee

Motion made by: S. Lehman

That the 7th Report of the Transportation Advisory Committee from its meeting held on July 23, 2019, BE RECEIVED.

Motion Passed

3. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No. 318)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, appended to the staff report dated August 12, 2019 as Appendix 'A', BE INTRODUCED at the Municipal Council meeting to be held on August 27th 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

Motion Passed

4. (2.3) Amendments to the Traffic and Parking and Unauthorized Area By-Laws (Relates to Bill No.s 319 and 320)

Motion made by: S. Lehman

That, on the recommendation of Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-laws appended to the staff report dated August 12, 2019, as Appendices 'A' and 'B', BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, for the purposes of amending the Traffic and Parking By-law (PS-113) and the Unauthorized Area Parking By-law (S-3), respectively, with respect to the introduction of the Administrative Monetary Penalty System. (2019-T08)

Motion Passed

5. (2.4) Contract Award (RFP 19-02) - Recycling Collection (City-wide) and Garbage and Yard Waste Collection in a Portion of London

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Contract for recycling collection (City-Wide) and garbage and yard waste collection in a portion of London:

a) the proposal submitted by Miller Waste Systems Inc., 8050 Woodbine Avenue Markham, Ontario, L3R 2N8 for the provision of curbside, multi-residential and EnviroDepot Blue Box recycling collection services for the annual value of \$7,009,156 (based on parameters provided in the Request for Proposals - RFP document), BE ACCEPTED, noting the following;

i) the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected (households, multi-residential units, stops, carts, depots) per year;

ii) the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and,

iii) the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;

- b) that Civic Administration BE DIRECTED to finalize a recycling program for the downtown core that addresses the unique challenges of storing and collecting recyclables in congested areas;
- c) the proposal submitted by Miller Waste Systems Inc., for the provision of curbside recycling collection services in the downtown core for the annual value of \$31,096 (based on parameters provided in the RFP document), BE ACCEPTED, noting the following:
 - i) the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected per year,
 - ii) the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and
 - iii) the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;
- d) the proposal submitted by Miller Waste Systems Inc. for the provision of curbside garbage and yard waste collection services in the south-west portion of the city, including Lambeth, Riverbend and Settlement Trail for the annual value of \$385,728 (based on parameters provided in the RFP document), BE ACCEPTED, noting the following:
 - i) the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected (households) per year,
 - ii) the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and
 - iii) the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;
- e) the additional unit rates, service fees and/or one-time costs for the items listed in the proposal submitted by Miller Waste Systems Inc., BE ACCEPTED as follows:
 - i) changes to collection program frequency,
 - ii) units rates to extend the Hefty® EnergyBag® project,
 - iii) delivery service for recycling carts and Blue Boxes,
 - iv) special event collections, and
 - v) early termination of contract by Council as a result of Provincial Government regulatory changes dealing with Resource Recovery and Circular Economy Act, 2016 and extended producer responsibility.
- f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and
- g) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2019-V01/E07)

Motion Passed

6. (2.6) Upper Thames River Conservation Authority and City of London Flood Protection Projects

Motion made by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following action be taken with respect to City of London's contribution to infrastructure:

a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects with the City share in the total amount of \$1,989,120, including contingency, (excluding HST):

i) West London Dyke Phase 5/6 Reconstruction;

ii) West London Dyke Phase 5/6 Construction Administration;
and

iii) Fanshawe Dam Phase 6 Paint and Concrete Repairs

it being noted that the requirements of this provincial funding program are unique, in that only conservation authorities can apply, requiring 14.3.a) of the Procurement of Goods and Services Policy;

b) the financing for this work BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A', and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2019-E21)

Motion Passed

7. (2.7) Contract Award - T19-36 - Greenway Organic Rankine Cycle Engine Installation

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the installation of the Organic Rankine Cycle Engine system:

a) the bid submitted by JMR Electric Ltd. at its tendered price of \$11,039,340.00, (excluding HST) in response to Tender 19-36, BE ACCEPTED; it being noted that the bid submitted by JMR Electric Ltd. was the lowest of four bids received and meets the City's specifications and requirements in all areas;

b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';

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

d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into formal contracts relating to this tender;
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-E03)

Motion Passed

8. (2.8) Victoria Bridge Replacement - Geotechnical & Hydrogeological Engineering - Appointment of Consulting Engineer

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the appointment of a Consulting Engineer for the Victoria Bridge Replacement Project:

- a) Golder Associates Ltd. BE APPOINTED as a Consulting Engineer for Geotechnical and Hydrogeological Services associated with the Victoria Bridge Replacement Project at an upset amount of \$121,220.00 (excluding HST) in accordance with Section 15.2 (d) of the Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

9. (2.9) Contract Price Increase - T18-16 Infrastructure Renewal Project - Contract 15, Main Street

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Main Street Reconstruction project:

- a) the 2018 Main Street Reconstruction (Tender T18-16) contract value with L82 Construction Ltd. BE INCREASED by \$400,000 to a total of \$8,633,236.86 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

10. (2.10) Former PUC Parking Lot 12 - 199 Ridout Street North

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to a lighting design and construction project for the former Public Utilities Commission Parking Lot known as City Lot 12 located at 199 Ridout Street N.:

- a) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated August 12, 2019, as Appendix A;
- b) the Civic Administration BE DIRECTED to commence project management activities to implement the project; and,
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts necessary in connection with this project in accordance with the Procurement of Goods and Services Policy. (2019-T02)

Motion Passed

11. (2.5) Bike Share System for London - Update and Next Steps

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the potential introduction of bike share to London:

- a) the following report dated August 12, 2019, containing background details and preliminary analysis to develop a comprehensive business case for a bike share system in London BE RECEIVED for information;
- b) that Civic Administration BE AUTHORIZED to implement a Request for Proposals (RFP) process to obtain pricing and a vendor that can implement a bike share system in London based on, but not limited to, the following key parameters (assuming 300 bikes are required):
 - i) all bikes, software and hardware to be provided by the vendor;
 - ii) all operating and maintenance costs to deliver the bike share system to be provided by the vendor;
 - iii) project duration for up to three years with two, one year options at the sole discretion of the City of London;
 - iv) operate in the service areas delineated by the City of London, as well as a minimum of one service locations to be identified for the east, west, north and south locations outside of the delineated area, through a licensing agreement and a process to expand into other areas of London;
 - v) a one-time capital investment into bike sharing parking installations provided by the City of London (racks that are available to bike share users and other London cyclists);

- vi) work with City staff to develop an equity program for low-income Londoners and an employer membership program;
 - vii) address the data and information security and risk management requirements to the satisfaction of the City; and
 - viii) allow an option whereby the vendor can propose an alternative program and costing arrangement; and
- c) that Civic Administration BE DIRECTED to finalize the bike share business case and prepare a draft implementation plan for a bike share system in London, including identifying potential partners, an operations plan, a marketing plan and financing strategies, and submit to Civic Works Committee by January 2020; it being noted that a communication from C. Butler, dated August 8, 2019, with respect to the above matter was received. (2019-T10)

Motion Passed

12. (3.1) LTC 2018 Annual Report

Motion made by: S. Lehman

That the 2018 Annual Report of the London Transit Commission, BE RECEIVED; it being noted that the Civic Works Committee received the attached overview from K. Paleczny with respect to this matter. (2019-T08)

Motion Passed

13. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List as at August 2, 2019, BE RECEIVED.

Motion Passed

9. Added Reports

9.1 15th Report of Council in Closed Session

Motion made by: S. Lewis

Seconded by: S. Hillier

That Items 1 to 5, of the 15th Report of the Council, In Closed Session, BE APPROVED:

1. Offer to Purchase Industrial Lands – 1649304 Alberta Ltd. – Part of Block 3, Plan 33M-544 Being Parts 1 and 5, Plan 33R-18258 – 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 5.5 acres, more or less subject to survey, being comprised of Part Block 3, Plan 33M-544, being part of Parts 1 and 5, Plan 33R-18258, as outlined attached location map, the offer submitted by 1649304 Alberta Ltd. (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$385,000.00

(reflecting a sale price of \$70,000.00 per acre), BE ACCEPTED subject to the following conditions:

- a) the Purchaser, at its expense, be allowed within ninety (90) days from acceptance of the offer to examine title;
- b) the Purchaser, at its expense, be allowed within ninety (90) days from acceptance of the offer to carry out environmental inspections as it might reasonably require;
- c) the Purchaser, at its expense, be allowed within ninety (90) days from acceptance of the offer to carry out geotechnical inspections; and
- d) the City being able to terminate the existing Farm Lease Agreement on the subject property.

2. Lease Agreement – 177/179 Dundas Street – Dundas Place Field House

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the review and concurrence of the Managing Director, Parks and Recreation, on the advice of the Manager of Realty Services, with respect to the lease of commercial space known as Dundas Place Field House, located at 177/179 Dundas Street, the following actions be taken:

- a) the Lease Agreement (the “Lease”) between The Corporation of the City of London and Westang Home Services, under numbered company 2162538 Ontario Inc., attached as Schedule “A”, BE APPROVED; and
- b) the financing for this Lease BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

3. Sale of City-Owned Property – Tender 19-22 – 332 Wharnccliffe Road North

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, and on the advice of the Manager of Realty Services, with respect to the property located at 332 Wharnccliffe Road North, being approximately 0.21 acres, further described as Part Lots 5, 6 and 7, Plan 434 (W), designated as Part 2, Plan 33R7913, save and except for Part 1, Plan ER1115597, as in PIN 082480234, the offer submitted by Kiho Chung and Jeong Sun Lee to purchase the subject property from the City, for the sum of \$981,000.00 BE ACCEPTED subject to the following conditions:

- a) the Purchasers acknowledging that the property is being purchased on an “As-Is” basis;
- b) the Purchasers shall have a period of sixty (60) days from the date of acceptance of this agreement to satisfy itself in its absolute discretion as to the geotechnical, soil and environmental condition of the property;
- c) the offer is conditional upon the inspection of the property by the Purchasers’ inspector(s), at the Purchasers’ expense, and the obtaining of a report(s) satisfactory to the Purchasers in the Purchasers’ sole and absolute discretion, for a period of sixty (60) days from acceptance; and
- d) the City, at its expense, agreeing to prepare and deposit on title, on or before closing, a reference plan if required describing the subject property.

4. Lease of Office Space – 520 Wellington Street, Unit 4 – Centennial House – Building Division

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the review and concurrence of the Manager, Business Services, on the advice of the Manager of Realty Services, the Lease Agreement (the “Lease”), attached as Schedule “A”, between the City and Centennial House Limited (the

“Landlord”), for the lease of approximately 1,281 square feet of useable space located at 520 Wellington Street, Unit 4, for a term of five (5) years and six (6) months, for the City’s Building Division Service Area, at a base semi gross rent of \$7.75 per square foot for the first two years, \$8.00 per square foot for years three and four and \$8.25 per square foot for year five
BE APPROVED.

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

That, on the recommendation of the Acting Director of Human Resources, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2017 to 2018, appended as Appendix “C” to the staff report dated August 13, 2019, pursuant to the Interest Arbitration Award dated August 15, 2018 (Appendix “A”), between The Corporation of the City of London and Service Employees International Union Local 1 Canada.

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

Motion Passed (15 to 0)

9.2 17th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 17th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 2.2 (3) and 4.1 (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. Pelozza, 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. (2.1) 2019 Citizen Satisfaction Survey

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the staff report dated August 26, 2019 with respect to the 2019 citizen satisfaction survey, BE RECEIVED for information.

Motion Passed

5. (4.2) London Hydro Corporate Restructuring

Motion made by: J. Helmer

That the Civic Administration BE DIRECTED to provide a report to the Strategic Priorities and Policy Committee with respect to the corporate structure and applicable associated risk to the Corporation that would be associated with the proposed corporate restructuring, as outlined in the communication dated July 31, 2019 and presentation, both from V. Sharma, CEO, London Hydro Inc.

Motion Passed

6. (4.3) 2019 Corporate Asset Management Plan

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 City of London (City) 2019 Corporate Asset Management Plan, as outlined in the staff report dated August 26, 2019 BE APPROVED;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Manager III, Corporate Asset Management, with respect to this matter.

Motion Passed

7. (5.1) Middlesex-London Food Policy Council

Motion made by: J. Helmer

That the City Clerk BE DIRECTED to advertise for applications of interested persons to be appointed by London City Council, to the Middlesex-London Food Policy Council.

Motion Passed

3. (2.2) City of London Service Review: Review of Service Delivery for Housing

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken:

a) Appendix "A", as appended to the staff report dated August 26, 2019, City of London Service Review: Review of Service Delivery for Housing, BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to determine next steps and actions based on the analysis and potential courses of action identified in the KPMG report dated August 12, 2019 with respect to a review of service delivery for housing;

c) the Civic Administration BE DIRECTED to work with London & Middlesex Community Housing (LMCH) to investigate, address and reduce the vacancy rate within their housing portfolio; and,

d) the Civic Administration BE DIRECTED to examine the development of affordable housing, consistent with the City's

Service Manager legislated responsibility and report back on a recommended course of action;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 21, 2019 from C. Butler, a communication dated August 22, 2019 from A. Oudshoorn, and received a verbal delegation and submission from London & Middlesex Community Housing.

Motion made by: J. Helmer

The motion to approve part c) of Item 2.2, is put:

c) the Civic Administration BE DIRECTED to work with London & Middlesex Community Housing (LMCH) to investigate, address and reduce the vacancy rate within their housing portfolio;

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

The motion to approve parts a) and d) of clause 2.2 is put:

a) Appendix "A", as appended to the staff report dated August 26, 2019, City of London Service Review : Review of Service Delivery for Housing, BE RECEIVED for information;

d) the Civic Administration BE DIRECTED to examine the development of affordable housing, consistent with the City's Service Manager legislated responsibility and report back on a recommended course of action;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 21, 2019 from C. Butler, a communication dated August 22, 2019 from A. Oudshoorn, and received a verbal delegation from London & Middlesex Community Housing.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

The motion to approve part b) of Item 2.2 is put:

b) the Civic Administration BE DIRECTED to determine next steps and actions based on the analysis and potential courses of action identified in the KPMG report dated August 12, 2019 with respect to a review of service delivery for housing;

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. Pelozza, and A. Kayabaga

Nays: (1): S. Hillier

Motion Passed (14 to 1)

4. (4.1) London Medical Network

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the following actions be taken with respect to the London Medical Network (LMN) grant:

- a) the investments made to-date by the LMN BE ACCEPTED;
- b) the LMN Governing Council BE REQUESTED to return the remaining grant of approximately \$7.3m, as soon as possible, to the City;
- c) the City of London participation in the LMN BE WITHDRAWN;
and
- d) the Civic Administration BE DIRECTED to report back with a strategy for investing the approximate \$7.3 m in developing permanent housing with supports for mental health and addictions, noting this will support all services dealing with the crisis of homelessness, mental health and addictions, ultimately alleviating the pressure on those services, including the social services, shelters, hospitals and policing;

it being noted that Dr. David Hill and Paul Caplan, London Medical Network, provided a verbal presentation with respect to this matter.

Motion made by: J. Helmer

The motion to approve parts a), b), and c) of Item 4.1 is put:

That, on the recommendation of the City Manager, the following actions be taken with respect to the London Medical Network (LMN) grant:

- a) the investments made to-date by the LMN BE ACCEPTED;
- b) the LMN Governing Council BE REQUESTED to return the remaining grant of approximately \$7.3m, as soon as possible, to the City;
- c) the City of London participation in the LMN BE WITHDRAWN;
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. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

The motion to approve part d) of Item 4.1 is put:

- d) the Civic Administration BE DIRECTED to report back with a strategy for investing the approximate \$7.3 m in developing permanent housing with supports for mental health and addictions, noting this will support all services dealing with the crisis of homelessness, mental health and addictions, ultimately alleviating

the pressure on those services, including the social services, shelters, hospitals and policing;

it being noted that Dr. David Hill and Paul Caplan, London Medical Network, provided a verbal presentation with respect to this matter.

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

Nays: (2): P. Squire, and S. Hillier

Motion Passed (13 to 2)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 314 to 334, excluding Bill No. 316, and the Added Bill No's 336 to 340, 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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That Second Reading of Bill No.'s 314 to 334, excluding Bill No. 316, and the Added Bill No's 336 to 340, 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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: J. Helmer

Seconded by: M. Cassidy

That Third Reading and Enactment of Bill No.'s 314 to 334, excluding Bill No. 316, and the Added Bill No's 336 to 340, 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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No. 316 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, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (14 to 0)

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

That Second Reading of Bill No. 316 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, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No. 316 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, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Motion Passed (14 to 0)

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

That Introduction and First Reading of Bill No. 335 BE APPROVED.

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

Recuse: (1): J. Morgan

Motion Passed (14 to 0)

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

That Second Reading of Bill No. 335 BE APPROVED.

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

Recuse: (1): J. Morgan

Motion Passed (14 to 0)

Motion made by: M. van Holst

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No. 335 BE APPROVED.

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

Recuse: (1): J. Morgan

Motion Passed (14 to 0)

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

Bill No. 314 By-law No. A.-7878- 230	A by-law to confirm the proceedings of the Council Meeting held on the 27th day of August, 2019. (City Clerk)
Bill No. 315 By-law No. CPOL.- 230(a)-231	A by-law to amend By-law No. CPOL.-230-519, being "Policy for the Use of City of London Resources For Municipal Election Purposes" by renaming the Council Policy "Use of City of London Resources For Election Purposes" and to update the Policy to provide additional clarity, particularly as it relates to provincial and federal election campaigns and Registered Third Parties. (2.1/16/CSC)
Bill No. 316 By-law No. L.-131(b)- 232	A by-law to amend By-law No. L.-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses". (3.2/9/CPSC)
Bill No. 317 By-law No. PH-18- 19004	A by-law to amend By-law PH-18 entitled, "A by-law to prohibit and regulate public nuisances within the City of London." (3.3/9/CPSC)
Bill No. 318 By-law No. PS-113- 19040	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." (2.2/12/CWC)
Bill No. 319 By-law No. PS-113- 19041	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." (2.3/12/CWC)
Bill No. 320 By-law No. S-3- 19001	A by-law to amend By-law S-3 entitled, "A by-law to provide Front Yard, Side Yard and Boulevard Parking within the City of London." (2.3/12/CWC)

Bill No. 321 By-law No. S.-6021- 233	A by-law to permit Jackalene Robertson to maintain and use a boulevard parking area upon the road allowance for 120 Edward Street, City of London. (City Clerk)
Bill No. 322 By-law No. S.-6022- 234	A by-law to assume certain works and services in the City of London. (Fanshawe Ridge -Phase 3, Plan 33M-698) (City Engineer)
Bill No. 323 By-law No. S.-6023- 235	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Adelaide Street North, south of Sunningdale Road East) (Chief Surveyor - pursuant to Site Plan SPA18-041 and in accordance with Zoning By-law Z.-1)
Bill No. 324 By-law No. S.-6024- 236	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hamilton Road, east of Highbury Avenue North) (Chief Surveyor - pursuant to Site Plan SPA18-137 and in accordance with Zoning By-law Z.-1)
Bill No. 325 By-law No. S.-6025- 237	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 and west of Veterans Memorial Parkway) (Chief Surveyor - road widening purposes on Huron Street that require dedication at the present time as public highway)
Bill No. 326 By-law No. S.-6026- 238	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Linkway Boulevard) (as part of Riverbend Road) and (as part of Logans Run) (Chief Surveyor - for unobstructed legal access throughout the Subdivision)
Bill No. 327 By-law No. S.-6027- 239	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Westminster Drive, west of Colonel Talbot Road) (Chief Surveyor - for road widening purposes on Westminster Drive that require dedication at the present time as public highway)
Bill No. 328 By-law No. S.-6028- 240	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Woodward Avenue, south of Edinburgh Street) (Chief Surveyor - pursuant to Site Plan SPA18-128 and in accordance with Zoning By-law Z.-1)
Bill No. 329 By-law No. S.-6029- 241	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wychwood Park and Annadale Drive) (Chief Surveyor - pursuant to Consent B.020/18)
Bill No. 330 By-law No. W.- 5607(a)-242	A by-law to amend by-law No. W.-5607-237 entitled "A by-law to authorize the Southdale Road Upgrades, Phase 2 Wickerson to Bramblewood (Project No. TS1407-2)". (2.2/11/CWC)
Bill No. 331 By-law No. W.- 5618(b)-244	A by-law to amend by-law No. W.-5618-64, as amended, entitled "A by-law to authorize the Southdale Road Widening – Farnham Road to Pine Valley (Project No. TS1629-1)". (2.3/11/CWC)

Bill No. 332 By-law No. Z.-1- 192773	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 79 Meg Drive. (3.2/14/PEC)
Bill No. 333 By-law No. C.P.- 1512(l)-244	A by-law to amend The London Plan for the City of London, 2016 to replace the existing Heritage Places Cultural Heritage Guideline with an updated Heritage Places 2.0 Cultural Heritage Guideline. (3.4/14/PEC)
Bill No. 334 By-law No. Z.-1- 19774	A by-law to amend By-law No. Z.-1 to rezone an area of land located at the southerly portion of 3086 Tillmann Road. (3.5/14/PEC)
Bill No. 335 By-law No. A.-7879- 245	A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (5.1/16/CSC)
Bill No. 336 By-law No. A.-7880- 246	A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and Centennial House Limited, for the lease of 520 Wellington Street, Unit 4, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/16/CSC)
Bill No. 337 By-law No. A.-7881- 247	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Kiho Chung and Jeong Sun Lee, for the sale of the City owned commercial property described as Part Lots 5, 6 and 7, Plan 434 (W), designated as Part 2, Plan 33R7913, save and except for Part 1, Plan ER1115597, as in PIN 082480234, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/16/CSC)
Bill No. 338 By-law No. A.-7882- 248	A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and 2162538 Ontario Inc., for the lease of commercial space located at 177/179 Dundas Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/16/CSC)
Bill No. 339 By-law No. A.-7883- 249	A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1649304 Alberta Ltd., for the sale of the City owned industrial land described as Part Block 3, Plan 33M - 544, being part of Parts 1 and 5, Plan 33R-18258, in the City's Innovation Park, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/16/CSC)
Bill No. 340 By-law No. A.-7884- 250	A by-law to authorize the Mayor and City Clerk to execute the Collective Agreement between The Corporation of the City of London and Service Employees International Union Local 1 Canada, Full-time and Part-time Registered Nurses Bargaining Unit. (6.5/16/CSC)

14. Adjournment

Motion made by: S. Turner
Seconded by: P. Van Meerbergen
That the meeting adjourn.

Motion Passed

The meeting adjourns at 7:08 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk



Council Minutes

The 15th Meeting of City Council
July 30, 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, S. Turner, E. Pelozza, S. Hillier
Absent: P. Van Meerbergen, A. Kayabaga
Also Present: M. Hayward, A. Anderson, A.L. Barbon, G. Barrett, G. Belch, B. Card, B. Coxhead, S. Datars Bere, L. Hamer, C. Hill, G. Kotsifas, L. Livingstone, D. Popadic, M. Ribera, C. Saunders, K. Scherr, M. Schulthess, G. Smith, S. Stafford, B. Warner, B. Westlake-Power and P. Yeoman.
The meeting is called to order at 4:01 PM.

1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in items 8.2 (12) and 6.1 of the Confidential Appendix to the 15th Report of the Corporate Services Committee, both related to the London Hydro Inc. Board of Directors, by indicating that a candidate is directly involved with his employment at Western University.

At 4:03 PM, Councillor J. Helmer enters the meeting.

Mayor E. Holder discloses a pecuniary interest in 6.3 of the Confidential Appendix to the 15th Report of the Corporate Services Committee, having to do with the Memorandum of Agreement concerning the 2020-2024 Collective Agreement for the London Professional Fire Fighters Association (LPFFA), by indicating that his son-in-law is a member of the LPFFA.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: E. Pelozza

Seconded by: A. Hopkins

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

4.1 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2019 Queen Elizabeth Scholarships. (6.1/8/CPSC)

4.2 Personal Matter/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to interviews for nomination to the London Hydro Inc. Board of Directors. (6.1/15/CSC)

4.3 Solicitor-Client Privileged Advice/Litigation/Potential Litigation

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation

with respect to various personal injury and property damage claims against the City. (6.2/15/CSC)

4.4 Labour Relations/Employee Negotiations/Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one of the Corporation's unions and advice which is subject to solicitor-client privilege, including communications necessary for that purpose and for the purpose of providing instructions and direction to officers and employees of the Corporation. (6.3/15/CSC)

4.5 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. (6.4/14/CSC)

4.6 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. (6.5/15/CSC)

4.7 Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to an identifiable individual; employment-related matter and advice that is subject to solicitor-client privilege. (6.6/15/CSC)

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

A matter pertaining to the proposed or pending acquisition or disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.7/15/CSC)

4.9 Litigation/Potential Litigation / Solicitor-Client Privilege / Direction to Employees or Agents

A matter pertaining to litigation or potential litigation, advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and giving direction to employees or agents of the municipality with respect to 459 Second Street - Pottersburg Creek Erosion Repair Works. (6.1/11/CWC)

4.10 Solicitor-Client Privilege / Direction to Employees or Agents

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and directions and instructions to officers and employees or agents of the municipality with respect to Minimum Maintenance Standards. (6.2/11/CWC)

4.11 Litigation/Potential Litigation / Solicitor-Client Privilege / Direction to Employees or Agents

A matter pertaining to potential litigation with respect to the properties located at 267, 271 and 275 Ridgewood Crescent, including matters before administrative tribunals, affecting the municipality or local board with respect to slope failures; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the work done on 267, 271 and 275 Ridgewood Crescent and future proposed remedial work; and directions and instructions to officers and employees or agents of the municipality regarding properties located on 267, 271 and 275 Ridgewood Crescent. (6.3/11/CWC)

4.12 (ADDED) A matter pertaining to 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; a matter pertaining to an identifiable individual; employment-related matters; 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. (6.1/16/SPPC)

Yeas: (13): 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, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 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, except Councillors P. Van Meerbergen and A. Kayabaga.

At 4:15 PM, Councillor J. Morgan leaves the meeting.

At 4:16 PM, Councillor J. Morgan enters the meeting.

At 4:17 PM, Mayor E. Holder leaves the meeting, and places Councillor J. Morgan in the Chair.

At 4:21 PM, Mayor E. Holder enters the meeting.

At 4:25 PM, Councillor S. Turner leaves the meeting.

At 4:46 PM, Councillor S. Turner enters the meeting.

The Council, In Closed Session, rises at 5:55 PM and Council reconvenes at 5:59 PM, with Mayor E. Holder in the Chair and all Members present, except Councillors S. Lehman, P. Van Meerbergen and A. Kayabaga.

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

Motion made by: M. Cassidy

Seconded by: E. Peloza

That the Minutes of the 14th Meeting held on June 25, 2019, BE APPROVED.

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

Absent: (3): S. Lehman, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

6. Communications and Petitions

Motion made by: S. Lewis

Seconded by: S. Hillier

That Communications 6.1 to 6.5 BE RECEIVED and BE REFERRED, as noted on the public Added Agenda.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): S. Lehman, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

At 6:02 PM, Councillor S. Lehman enters the meeting.

7. Motions of Which Notice is Given

None.

8. Reports

8.1 8th Report of the Community and Protective Services Committee

Motion made by: S. Lewis

That the 8th Report of the Community and Protective Services Committee 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, S. Turner, E. Pelozza, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

8.2 15th Report of the Corporate Services Committee

Motion made by: J. Morgan

That the 15th Report of the Corporate Services Committee BE APPROVED, excluding Item 12 (5.3).

Yeas: (13): 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. Pelozza, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that Councillor J. Morgan discloses a pecuniary interest in items 5.3 and 6.1, both related to the London Hydro Inc. Board of Directors, by indicating that a candidate is directly involved with his employment at Western University.

Motion Passed

2. (2.1) 2019 Development Charges Capital Budget Adjustments

Motion made by: J. Morgan

That on the recommendation of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the Civic Administration BE AUTHORIZED to adjust the growth component of the capital budget to reflect the 2019 funding requirements, consistent with the approved 2019 Development Charges Study; it being noted that funding requirements in 2020 and beyond, as identified in the 2019 Development Charges Study, will be included in the 2020-2023 Multi-Year Budget.

Motion Passed

3. (2.2) 2018 Investment 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 Investment Report, dated July 23, 2019:

- a) the above-noted report, providing a summary of the performance of the City of London's investment portfolio, BE RECEIVED for information;
- b) the Investment Policy as appended to the staff report dated July 23, 2019 as Appendix "B", BE RECEIVED for information; it being noted that the Civic Administration is not recommending any revisions to the Policy; and
- c) subject to completion of the Civic Administration's due diligence, the City's strategy to invest in the One Investment Equity Portfolio offered by CHUMS Financing Corporation and Local Authority Services Ltd. BE ENDORSED.

Motion Passed

4. (2.3) New Council Policy - Contracting for Legal Services (Relates to Bill No. 269)

Motion made by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Solicitor, the proposed by-law appended to the staff report dated July 23, 2019 BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to enact a new Council Policy entitled "Contracting for Legal Services".

Motion Passed

5. (2.4) Declare Surplus and Closing of Isaac Drive

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 Manager of Realty Services, with respect to the closed public property, described as Isaac Drive north of Clayton Walk, Part 2 and 3, Reference Plan 33R-20114, containing an area of

approximately 3,576 square feet (332.28 square metres), the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and
- b) the subject property BE TRANSFERRED to 2219008 Ontario Limited.

Motion Passed

- 6. (2.5) City of London Days at the Budweiser Gardens - Canada's Walk of Fame - Cancellation

Motion made by: J. Morgan

That, on the recommendation of the City Clerk, the City of London Day at the Budweiser Gardens for Canada's Walk of Fame Hometown Star recognition ceremony for Tessa Virtue and Scott Moir, originally approved by the Municipal Council to be held on August 7, 2019, BE CANCELLED, at the request of Canada's Walk of Fame.

Motion Passed

- 7. (2.6) Report from the Federation of Canadian Municipalities Annual Conference and Trade Show - Quebec City, QC - May 30 - June 2, 2019

Motion made by: J. Morgan

That the communication dated July 15, 2019 from Councillor J. Morgan regarding the Federation of Canadian Municipalities Board of Directors meeting held June May 30-June 2, 2019 in Quebec City, Quebec BE RECEIVED for information.

Motion Passed

- 8. (3.1) Tax Adjustment Agenda

Motion made by: J. Morgan

That the recommendations contained in the amended Tax Adjustment Agenda dated July 23, 2019, BE APPROVED; it being noted that the Application No.'s 2017-175 and 2018-90 for the property known as 234 Dundas Street were removed; it being further noted that there were no members of the public in attendance to speak to the Corporate Services Committee at the public hearing associated with this matter.

Motion Passed

- 9. (4.1) Additional Honourees for Mayor's New Year's Honour List

Motion made by: J. Morgan

That the communication dated July 11, 2019 from Mayor E. Holder with respect to the request for four additional honourees to be recommended at the selection of the Mayor and Council BE REFERRED to the Civic Administration in order to report back to

the Corporate Services Committee at a future date with respect to a policy to be introduced to allow for recognitions to commence in January 2020.

Motion Passed

10. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: J. Morgan

That the Corporate Services Committee Deferred Matters List, as of July 15, 2019, BE RECEIVED.

Motion Passed

11. (5.2) Use of Council Chambers for Sovereign's Medal Ceremony

Motion made by: J. Morgan

That the use of the City of London Municipal Council Chambers for a Sovereign's Medal presentation ceremony by the Mayor, to be undertaken at the request of the Governor General, BE APPROVED, in accordance with the communication of the Mayor dated July 18, 2019.

Motion Passed

12. (5.3) Appointment to the London Hydro Board of Directors (Relates to Bill No. 308)

Motion made by: S. Hillier

That, on the recommendation of the Corporate Services Committee, the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held July 30, 2019 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., ~~attached~~ as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. ~~attached~~ as Schedule "A" to the by-law;

it being noted that Sarah Shortreed was selected for appointment to the London Hydro Inc. Board of Directors.

Amendment:

Motion made by: S. Hillier

Seconded by: S. Lehman

That the matter of an appointment to the London Hydro Board of Directors, as well as the associated by-law, BE REFERRED back to the next meeting of the Corporate Services Committee for additional consideration; it being noted that Ms S. Shortreed has withdrawn her name from the appointment process.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Recuse: (1): J. Morgan

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

8.3 11th Report of the Civic Works Committee

Motion made by: P. Squire

That the 11th Report of the Civic Works Committee BE APPROVED, excluding items 14 (4.3) and 15 (4.4).

Yeas: (13): 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. Pelozza, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

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

Motion made by: P. Squire

That it BE NOTED that the 6th Report of the Transportation Advisory Committee, from its meeting held on June 25, 2019, was received.

Motion Passed

3. (2.2) Southdale Road West and Wickerson Road Improvements - 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 Southdale Road West and Wickerson Road Improvements Project:

a) Dillon Consulting Limited BE APPOINTED Consulting Engineers for the detailed design and tendering for the Southdale Road West and Wickerson Road Improvements project at an upset amount of \$853,614.60 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated July 23, 2019 as Appendix A;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract 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-T04)

Motion Passed

- 4. (2.3) Southdale Road West Improvements Phase 1 - Detailed Design & 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 Southdale Road West Improvements Phase 1 Project from Pine Valley Boulevard to Bostwick Road:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers for the detailed design and tendering for the Southdale Road West Improvements Project between Pine Valley Boulevard and Bostwick Road, at an upset amount of \$463,497 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated July 23, 2019 as Appendix A;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract 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-T04)

Motion Passed

- 5. (2.7) Request for Tender (RFT) 19-83 - Removal and Management of Municipal (Household) Hazardous and Special Waste - 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 Request for Tender (RFT) 19-83 Removal and Management of Municipal (Household) Hazardous and Special Waste Irregular Result:

- a) the RFT 19-83, to provide service for removal and management of municipal (household) hazardous and special waste from the depot located at the W12A Landfill Site for an estimated annual cost of \$122,830 (excluding HST), from EnviroSystems Incorporated, 239 Lottridge Street, Hamilton, Ontario, L8L 6W1, BE ACCEPTED in accordance with the Procurement of Goods and Services Policy Section 8.10 Irregular Result, Clause b and Section 13.2 Clause b;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- c) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2019-E07)

Motion Passed

6. (2.8) Single Source Procurement - Replacement of Sand/Salt Spreaders

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 Single Source Procurement for replacement of sand/salt spreaders:

- a) the Civic Administration BE AUTHORIZED to enter into a single source agreement for the procurement of Sand/Salt Spreaders as per Section 14.4(d) of the Procurement of Goods and Services Policy;
- b) the submission from S&B Services Ltd., 36312 Talbot Line, Shedden, Ontario, BE ACCEPTED; for the supply and delivery of three (3) Slide In Sand/Salt Spreaders with at a total purchase price of \$242,700 (excluding HST) (\$80,900 per unit excluding HST);
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval; and
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report appended to the staff report dated July 23, 2019 as Appendix "A". (2019-F17)

Motion Passed

7. (2.9) Amendments to the Traffic and Parking By-law (Relates to Bill No.s 286, 287 and 288)

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 Traffic and Parking By-law (PS-113):

- a) the proposed by-law, appended to the staff report dated July 23, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 for the purpose of amending the Traffic and Parking By-law (PS-113);
- b) the proposed by-law, appended to the staff report dated July 23, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 for the purpose of amending the Traffic and Parking By-law (PS-113) in order to implement 'No Stopping Anytime' zones in the vicinity of the London International Airport for Airshow London 2019 from September 13th, 2019 to September 15th, 2019; and,
- c) the proposed by-law, as appended to the staff report dated July 23, 2019 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 for the purpose of amending the Traffic and Parking By-law (PS-113) in order to remove the 'No Stopping Anytime' zones previously approved for Airshow London 2019 from September 13th, 2019 to September 15th, 2019. (2019-T08)

Motion Passed

- 8. (2.4) Wonderland Road Sanitary Sewer Extension - 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 Wonderland Road Sanitary Sewer Project:

- a) AECOM Canada Ltd BE APPOINTED Consulting Engineers to complete the pre-design and detailed design for the Wonderland Road Sanitary Sewer Project in accordance with the estimate, on file, at an upset amount of \$172,380.00 including 10% contingency, excluding HST, in accordance with Section 15.2(d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the Sources of Financing Report appended to the staff report dated July 23, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

9. (2.5) Current and Proposed Actions for Reducing and Managing Plastics in the Residential Sector and the Role for the Hefty EnergyBag Pilot Project (Relates to Bill No. 268)

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 Current and Proposed Actions for Reducing and Managing Plastics in the Residential Sector and the Role for the Hefty EnergyBag Pilot Project:

a) the Civic Administration BE DIRECTED to develop a more comprehensive plan to reducing and managing plastics in the residential sector including;

i) addressing upcoming Federal and Provincial legislation, regulation, policies and scientific studies;

ii) how senior government direction with producer responsibility will support local policies with respect to reduction, reuse, recycling and recovery of plastics; and,

iii) report back by early 2021 as part of the 60% Waste Diversion Action Plan implementation process;

b) the Hefty® EnergyBag® Pilot Project for flexible plastic packaging and hard-to-recycle plastics BE APPROVED for implementation in a phased approach starting October 1, 2019 using approved funds for 2019 and base program funds (Program 470300) for 2020 in the amount of \$25,000 per year for two years noting that the Canadian Plastics Industry Association (CPIA) and the Dow Chemical Company are major financial contributors;

c) the Civic Administration BE AUTHORIZED to expand the list of business and municipal project partners and funding sources (e.g., Continuous Improvement Fund, Federation of Canadian Municipalities Green Fund) interested in the Hefty® EnergyBag® Pilot Project for flexible plastic packaging, hard-to-recycle plastics including promoting these activities through the London Waste to Resources Innovation Centre, the Industrial Research Chair Agreement in Thermochemical Conversion of Biomass and Waste to Bioindustrial Resources with Western University;

d) the proposed by-law appended to the staff report dated July 23, 2019 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to approve the Grant Recipient Agreement with CPIA appended to the staff report dated July 23, 2019 as Schedule “A” to the by-law;

e) the Mayor and the City Clerk BE AUTHORIZED to execute the Agreement authorized and approved in e), above; and

f) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with executing this Agreement. (2019-E07)

Motion Passed

10. (2.6) Award of Tender 19-47 Contract 15: Oakridge Acres Phase III, Pinetree, Dolway and Hickory - 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 award of tender for Contract 15: Oakridge Acres Phase III; Pinetree, Dolway and Hickory:

- a) the irregular bid submitted by CH Excavating (2013) at its tendered price of \$1,974,431.32, (excluding HST), BE ACCEPTED in accordance with the Procurement of Goods and Services Policy Section 8.10 Irregular Result Clause b and Section 13.2 Clause b;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated July 23, 2019 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the 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 19-47); 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

11. (3.1) Sewer Private Drain Connection Policy Review Results: Proposed Drainage By-law (WM-4) and Wastewater & Stormwater By-law (WM-28) Amendments (Relates to Bill No.s 294 and 295)

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 Drainage By-law (WM-4) and the Wastewater & Stormwater By-law (WM-28):

- a) the ~~attached~~ revised proposed by-law amendment as Appendix "B" BE INTRODUCED at the Municipal Council Meeting on July 30, 2019 to amend the existing Drainage By-law (WM-4);
- b) the revised proposed by-law amendment appended to the staff report dated July 23, 2019 as Appendix "C" and included on the Added Agenda BE INTRODUCED at the Municipal Council Meeting on July 30, 2019 to amend the existing Wastewater & Stormwater By-law (WM-28); and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this proposed by-law amendment;

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. (2019-E01)

Motion Passed

12. (4.1) Parking By-law Amendment - S. Kohn, 553 Pall Mall Street

Motion made by: P. Squire

That the communication from S. Kohn, dated July 11, 2019, with respect to the Parking By-law Amendment, BE RECEIVED. (2019-T02/D17)

Motion Passed

13. (4.2) Request for Compassionate Compensation for Private Drain Connection - K. Ramsay, 55 1/2 Ada Street

Motion made by: P. Squire

That the communication from K. Ramsay, dated July 12, 2019, with respect to a request for compassionate compensation for a Private Drain Connection for the property address 55 1/2 Street, BE REFERRED to Risk Management for consideration. (2019-E09)

Motion Passed

16. (5.1) Deferred Matters List

Motion made by: P. Squire

That the Deferred Matters List as of July 15, 2019, BE RECEIVED.

Motion Passed

17. (5.2) New Sidewalks School Priority

Motion made by: P. Squire

That staff BE DIRECTED to review the current assessment process for new sidewalks and add an additional assessment criteria for filling gaps in school zones, community safety zones, and identified Safe and Active Routes to School, to the evaluation process; it being noted that the communication from Councillors S. Lewis and J. Morgan, dated July 17, 2019, with respect to New Sidewalks School Priority, was received. (2019-T04)

Motion Passed

18. (5.3) 7th Report of the Cycling Advisory Committee

Motion made by: P. Squire

That it BE NOTED that the 7th Report of the Cycling Advisory Committee, from its meeting held on July 17, 2019, be received.

Motion Passed

14. (4.3) Victoria Bridge Replacement - Detailed Design and Tendering
- Appointment of Consulting Engineer

Motion made by: P. Squire

That consideration of the Victoria Bridge replacement detailed design and tendering, appointment of consulting engineer BE REFERRED to the Managing Director, Environmental & Engineering Services to report back at a future meeting of the Civic Works Committee with more cost effective alternatives for addressing cultural heritage concerns that would include an enhanced design for a concrete girder bridge which incorporates special treatments, public art and/or portions of the existing bridge, with the goal of achieving an overall project cost savings; it being noted that the funding for this additional work will be clarified at Council July 30, 2019; it being further noted that the communication from Councillor M. van Holst, dated July 7, 2019, with respect to the Cost Effective Options for the Victoria Bridge Design, was received. (2019-T04)

Yeas: (4): M. van Holst, S. Lewis, P. Squire, and S. Hillier

Nays: (9): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelozza

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Failed (4 to 9)

Motion made by: E. Pelozza

Seconded by: M. Cassidy

That on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer the following actions BE TAKEN with respect to the appointment of a Consulting Engineer for the Victoria Bridge Replacement Project:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers for the detailed design and tendering for the Victoria Bridge Replacement Project at an upset amount of \$772,894 (excluding HST) in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated July 23, 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 with the consultant for the work; and,
- e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

Yeas: (11): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (2): M. van Holst, and S. Lewis

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 2)

15. (4.4) Winter Maintenance Program Support

Motion made by: P. Squire

That the report dated July 23, 2019 relating to winter maintenance program support BE REFERRED back to Civic Administration in order to prepare appropriate language for customer service enhancements for snow clearing at 8 cm for class 4 and 5 roads and 5 cm for sidewalks at the expiration of current contracts, so as to meet or exceed Provincial Minimum Maintenance Standards, for consideration with the 2020-2023 Multi Year Budget; it being noted that the ~~attached~~ presentation from J. Parsons, Division Manager, Transportation and Roadside Operations with respect to this matter, was received. (2019-T06)

Amendment:

Motion made by: S. Lewis

Seconded by: J. Morgan

That clause 4.4, item 15, BE AMENDED by removing the reference to class 4 roads.

Yeas: (13): 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. Pelosa, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: P. Squire

Seconded by: J. Morgan

That clause 4.4, as amended, 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, S. Turner, E. Pelosa, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

Clause 4.4, as amended, reads as follows:

That the report dated July 23, 2019 relating to winter maintenance program support BE REFERRED back to Civic Administration in order to prepare appropriate language for customer service enhancements for snow clearing at 8 cm for class 5 roads and 5 cm for sidewalks at the expiration of current contracts, so as to meet or exceed Provincial Minimum Maintenance Standards, for consideration with the 2020-2023 Multi Year Budget; it being noted that the ~~attached~~ presentation from J. Parsons, Division Manager, Transportation and Roadside Operations with respect to this matter, was received. (2019-T06)

Motion made by: S. Hillier

Seconded by: E. Pelosa

That Council recess until 7:15 PM, 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, S. Turner, E. Peloza, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

The Council resumes at 7:22 PM, with Mayor E. Holder in the Chair and all members present, except Councillors P. Van Meerbergen and A. Kayabaga.

8.4 13th Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 13th Report of the Planning and Environment Committee BE APPROVED, excluding Items 19 (2.14), 21 (3.1), 31 (3.11) and 33 (4.1).

Yeas: (13): 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, and S. Hillier

Motion Passed (13 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) 6th Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That the 6th Report of the Trees and Forests Advisory Committee, from its meeting held on June 25, 2019 BE RECEIVED for information.

Motion Passed

3. (2.2) 6th Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That the 6th Report of the Advisory Committee on the Environment, from its meeting held on July 3, 2019 BE RECEIVED for information.

Motion Passed

4. (2.3) 7th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on June 20, 2019:

- a) the following actions be taken with respect to the election of Chair and Vice-Chair for the term ending November 30, 2019:
 - i) notwithstanding section 4.12 of the General Policy for Advisory Committees, S. Levin BE ELECTED as Chair; and,
 - ii) S. Hall BE ELECTED as Vice-Chair;
- b) the Working Group comments appended to the 7th Report of the Environmental and Ecological Planning Advisory Committee, relating to the One River Master Plan Municipal Class Environmental Assessment BE FORWARDED to the Civic Administration for consideration;
- c) R. Trudeau and K. Moser BE APPOINTED as the representative and alternate, respectively, to the Trails Advisory Group for Environmentally Significant areas; and,
- d) clauses 1.1, 1.2, 3.1 to 3.4, inclusive, 4.2 and 5.2 BE RECEIVED for information.

Motion Passed

- 5. (2.4) Application - Removal of Holding Provision - 9345 Elviage Drive (H-9056) (Relates to Bill No. 296)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sarah Stevens, relating to a portion of the lands located at 9345 Elviage Drive, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of a portion of the subject lands FROM a Holding Agricultural (h-2•AG2) Zone TO an Agricultural (AG2) Zone to remove the h-2 holding provision for this site. (2019-D09)

Motion Passed

- 6. (2.5) Application - 2700 Asima Drive (P-9063) (Relates to Bill No. 282)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Rockwood Homes, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to exempt Block 57, Plan 33M-699 from the Part-Lot Control provisions of subsection 50(5) of the Planning Act, R.S.O. 1990, c. P. 13, for a period not exceeding three (3) years. (2019-D09)

Motion Passed

- 7. (2.6) Application - 3270 Raleigh Boulevard (H-9086) (Relates to Bill No. 297)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Speyside East Corporation, relating to the property located at 3270 Raleigh Crescent, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a holding Residential R5/Residential R6/Community Facility/Convenience Commercial Special Provision (h*h-53*h-56*h-91*R5-2/R6-4/CF3/CC(13)) Zone TO a Residential R5/Residential R6/Community Facility/Convenience Commercial Special Provision (R5-2/R6-4/CF3/CC(13)) Zone. (2019-D09)

Motion Passed

8. (2.7) Application - 1509 Fanshawe Park Road West - Removal of Holding Provision h-17 (H-9083) (Relates to Bill No. 298)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2568401 Ontario Inc., relating to the property located at 1509 Fanshawe Park Road West, the proposed, revised, ~~attached~~, by-law BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 Restricted Service Commercial (h-17*RSC2/RSC5) Zone TO a Restricted Service Commercial (RSC2/RSC5) Zone to remove the h-17 holding provision. (2019-D09)

Motion Passed

9. (2.8) Decision - Ontario Municipal Board Draft Plan of Subdivision, Official Plan and Zoning By-law Amendment - 58 Sunningdale Road West

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the staff report dated July 22, 2019 entitled "Final Decision (OMB) Draft Plan of Subdivision, Official Plan and Zoning By-law Amendment - Barvest Reality Inc. - 58 Sunningdale Road" BE RECEIVED for information. (2019-D09/D12)

Motion Passed

10. (2.9) Downtown Façade Uplighting Grant Program (Relates to Bill No. 281)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, with respect to implementing program guidelines for a Downtown Façade Uplighting Grant Program, the proposed by-law amendment appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend By-law C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the

Downtown Community Improvement Project Areas", to adopt the Downtown Façade Uplighting Grant Program as Schedule 2; it being noted that funding for the program is being accommodated within the existing Downtown Small Scale Projects fund. (2019-F11A)

Motion Passed

11. (2.10) Register of Cultural Heritage Resources

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 staff report dated July 22, 2019 entitled "Register of Cultural Heritage Resources" BE RECEIVED for information. (2019-R01)

Motion Passed

12. (2.11) Application - 1229 and 1265 Wharnccliffe Road South (H-8974) (Relates to Bill No. 299)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2670040 Ontario Inc., relating to the properties located at 1229 and 1265 Wharnccliffe Road South, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 Restricted Service Commercial Special Provision(h*h-11*h-63*h-95*h-100*h-104*h-138*RSC1/RSC2/RSC3(16) /RSC4(14)/RSC5(16)) Zone TO a Holding Restricted Service Commercial Special Provision (h-138*RSC1/RSC2/RSC3(16)/RSC4(14)/RSC5(16)) Zone to remove the h, h-11, h-63, h-95, h-100, and h-104 holding provisions. (2019-D09)

Motion Passed

13. (2.12) Application - 349 and 379 Sunningdale Road West - Removal of Holding Provisions (h and h-100) (H-9064) (Relates to Bill No. 300)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sunningdale Golf and Country Club Ltd., relating to the property located at 379 Sunningdale Road West, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 R9 Special Provision (h*h-53*h-100*R9-7(27)) Zone, a Holding Residential R5/R6 Special Provision (h*h-53*h-100*R5-3(19)/R6-5(53)) Zone and a Holding Residential R5/R6 Special Provision/ Office (h*h-53*h-100*R5-3(19)/R6-5(53)/OF1) Zone TO a Holding Residential

R9 Special Provision (h-53*R9-7(27)) Zone, a Holding Residential R5/R6 Special Provision (h-53*R5-3(19)/R6-5(53)) Zone, a Holding Residential R5/R6 Special Provision/ Office (h-53*R5-3(19)/R6-5(53)/OF1) Zone, a Residential R9 Special Provision (R9-7(27)) Zone, and a Residential R5/R6 Special Provision (R5-3(19)/R6-5(53)) Zone to remove the h., h-53 and h-100 holding provisions. (2019-D09)

Motion Passed

14. (2.13) Application - 7 Annadale Drive - Removal of Holding Provision (h-5) (H-9037) (Relates to Bill No. 301)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Forest Park (Sherwood Glen), relating to the property located at 7 Annadale Drive, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 Special Provision (h-5/R6-3(8)) Zone TO a Residential R6 Special Provision (R6-3(8)) Zone to remove the h-5 holding provision from these lands. (2019-D09)

Motion Passed

15. (2.15) Application - 2835 Sheffield Place - Removal of Holding Provisions (h, h-100, h-159) (H-8814) (Relates to Bill No. 302)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 2835 Sheffield Place, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 Special Provision (h•h-100•h-159•R6-2(11)) Zone TO a Residential R6 Special Provision (R6-2(11)) Zone to remove the h, h-100 and h-159 holding provisions. (2019-D09)

Motion Passed

16. (2.17) Appeal of Committee of Adjustment Decision on Minor Variance Application A.040/19 - 585 Colborne Street

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, in response to the letter of appeal to the Local Planning Appeal Tribunal, dated May 27, 2019, and submitted by Elliott Pityn, relating to the minor variance application concerning 585 Colborne Street, the Local Planning Appeal Tribunal BE ADVISED that:

- a) the Municipal Council supports the decision of the Committee of Adjustment to refuse the minor variance; and,

b) the City Solicitor and Managing Director, Development and Compliance Services and Chief Building Official BE DIRECTED to provide legal and planning representation at the Local Planning Appeal Tribunal Hearing to support the decision of the Committee of Adjustment. (2019-D13)

Motion Passed

17. (2.18) Building Division Monthly Report for May 2019

Motion made by: A. Hopkins

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

Motion Passed

18. (2.19) Application - 2650 Buroak Drive - Removal of Holding Provisions (h, h-54, h-71, h-95 and h-100) (H-89850) (Relates to Bill No. 303)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Foxhollow North Kent Developments Inc., relating to the property located at 2650 Buroak Drive, the proposed by-law appended to the staff report dated July 22, 2019 BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 (h.*h-54*h-71*h-95*h-100*R6-5)) Zone TO a Residential R6 (R6-5) Zone to remove the h., h-54, h-71, h-95 and h-100 holding provisions. (2019-D09)

Motion Passed

20. (2.16) Information Report - Proposed Regulations for Bill 108-More Homes, More Choices Act, 2019

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, the following actions be taken with respect to the proposed regulations for Bill 108, the More Homes, More Choice Act, 2019:

a) the staff report dated July 22, 2019, entitled "Information Report – Proposed Regulations for Bill 108 – More Homes, More Choice Act, 2019" BE RECEIVED for information; and,

b) the Civic Administration BE DIRECTED to submit the responses outlined in the above-noted report to the Ontario Ministry of Municipal Affairs and Housing postings before August 5, 2019. (2019-D04)

Motion Passed

22. (3.2) 7th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the London Advisory Committee on Heritage, from its meeting held on July 10, 2019:

a) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for previously completed alterations to the property located at 117 Wilson Avenue, within the Blackfriars/Petersville Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the existing gable cladding be painted;
- the existing glass lite of the existing front door be replaced with a plain glass lite as proposed in Appendix C, as appended to the staff report dated July 10, 2019, and the door be painted; and,
- the existing porch be constructed of wood, with a wooden guard/railing with top and bottom rail and wooden square spindles set between, as per the drawings in Appendix C, as appended to the staff report dated July 10, 2019, and all exposed wood be painted;

it being noted that the presentations appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, K. Strybosch and W. Pol, with respect to this matter, were received;

b) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, with respect to the request for designation of the heritage listed property at 2442 Oxford Street West (Kilworth United Church), the following actions be taken:

i) notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix D of this report; and,

ii) should no appeals be received to Municipal Council's notice of intention to designate, a by-law to designate the property at 2442 Oxford Street West to be of cultural heritage value or interest for the reasons outlined in Appendix D of this report BE INTRODUCED at a future meeting of Municipal Council immediately following the end of the appeal period;

it being noted that should an appeal to Municipal Council's notice of intention to designate be received, the City Clerk will refer the appeal to the Conservation Review Board;

it being further noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner and the photographs submitted by B. Moyer, with respect to this matter, were received;

c) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, with respect to the request for the demolition of the heritage listed property at 567 King Street, the following actions be taken:

i) the property owner BE REQUESTED to salvage any elements or artifacts from the building appropriate for reuse;

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

iii) the property at 567 King Street BE REMOVED from the Register;

it being noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, as well as a verbal delegation from J. O'Neil, with respect to this matter, were received;

d) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act to construct an addition and alterations to the existing building located at 10 Napier Street, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED as submitted in the drawings included in Appendix C, as appended to the staff report dated July 10, 2019 with the following terms and conditions:

- all exposed wood and the doors be painted;
- 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,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received;

e) the following actions be taken with respect to the Archaeology Sub-Committee Report, as appended to the agenda:

i) the above-noted Archaeology Sub-Committee Report appended to the 7th Report of the London Advisory Committee on Heritage BE FORWARDED to the Civic Administration as part of the review of the wording of the H-18 Holding Provision; and,

ii) the Civic Administration BE REQUESTED to circulate the revised H-18 Holding Provision to the London Advisory Committee on Heritage at a future meeting for review;

f) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the Heritage Places 2.0 document, as appended to the agenda;

it being noted that the LACH recommends that the above-noted document be reviewed every five years;

it being further noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from L. Dent, Heritage Planner, with respect to this matter, was received;

g) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act to alter the porch of the building located at 25 Blackfriars Street, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED as submitted in the proposed alteration drawings in Appendix C, as appended to the staff report dated July 10, 2019, with the following terms and conditions:

- no decorative brackets be installed;
- the existing dentil details be restored;

- turned, painted wood spindles be spaced no greater than 3" apart on centre;
- all exposed wood be painted; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received;

h) on the recommendation of the Managing Director, Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval to alter the porch of the building located at 783 Hellmuth Avenue, within the Bishop Hellmuth Heritage Conservation District, BE PERMITTED; it being noted that the presentation appended to the 7th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received; and,

i) clauses 1.1 to 1.3, 2.5, 3.1 to 3.6, 4.1, 5.4 and 5.5 BE RECEIVED for information;

it being pointed out that the Planning and Environment Committee heard a verbal presentation from D. Dudek, Chair, London Advisory Committee on Heritage, with respect to these matters.

Motion Passed

23. (3.3) Application - 1631-1649 Richmond Street (OZ-9019) (Relates to Bill No.s 270, 271 and 304)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 1635 Richmond (London) Corporation, relating to the property located at 1631-1649 Richmond Street:

a) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend the Official Plan BY AMENDING policies 3.5.25 and 3.5.26 of the Specific Policies for Residential Areas;

b) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), BY AMENDING the Residential R9 Special Provision/Convenience Commercial Special Provision (R9-7(20)/CC4(3)) Zone and Residential R9 Special Provision (R9-7(23)) Zone; and,

c) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019, to amend The London Plan BY AMENDING specific policies 823_ and 825_ of the Transit Village Place Type;

it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;

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 in-force policies of The London Plan;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan; and,

the recommended amendment conforms to the Richmond Street-Old Masonville Master Plan and Urban Design Guidelines. (2019-D09)

Motion Passed

24. (3.4) Demolition Request for Heritage Listed Property at 567 King Street

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the following actions be taken with respect to the request for the demolition of the heritage listed property located at 567 King Street:

- a) the property owner BE REQUESTED to salvage any elements or artifacts from the building appropriate for reuse;
- b) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on this property; and,
- c) the property located at 567 King Street BE REMOVED from the Register;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2019-R01/P10D)

Motion Passed

25. (3.5) Application - Part of 124 St. James Street (OZ-9012) (Relates to Bill No.s 272, 273 and 305)

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 Grosvenor Development Corporation, relating to the property located at 124 St. James Street:

- a) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend the 1989 Official Plan by changing the policies of Section 3.5.3 ii) – St. George/Grosvenor Neighbourhood – Multi-family, Medium Density Residential, to permit the use of a portion of 124 St. James Street

contiguous with 112 St. James Street, having an approximate frontage of 12.9 metres along St. James Street and an approximate area of 574 square metres, for high density residential uses only in conjunction with the development of a high rise apartment building on lands described as 112 St. James Street;

b) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend The London Plan by changing policy 1022_ – St. George/Grosvenor Neighbourhood – Medium Density Residential, to permit the use of a portion of 124 St. James Street that is contiguous with 112 St. James Street, having an approximate frontage of 12.9 metres along St. James Street and an approximate area of 574 square metres, for a high-rise, high density apartment building, only in conjunction with the development of a high rise apartment building on lands described as 112 St. James Street; and,

c) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Residential R8 (R8-4) Zone TO a Residential R9 (R9-7·H45) 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 recommended Official Plan and Zoning By-law amendments are consistent with the Provincial Policy Statement, 2014;
- the recommended 1989 Official Plan amendment will provide policies to facilitate the addition of the subject lands to a property that is already zoned for high density residential development, providing for the direct alignment of the private driveway servicing the development with the terminus of Talbot Street where it meets St. James Street, supporting Official Plan policies and City standards for the alignment of access locations on development sites. The marginal increase in the number of units to be accommodated as part of the proposed development at 112 St. James Street will not cause a cumulative impact on the ability to develop the site or on the surrounding neighbourhood. The amendment conforms to the general intent of the Official Plan;
- the recommended amendment to The London Plan will provide policies to facilitate the addition of the subject lands to a property that is already zoned for high density residential development, providing for the direct alignment of the private driveway servicing the development with the terminus of Talbot Street where it meets St. James Street, supporting City standards for the alignment of access locations on development sites. The marginal increase in the number of units to be accommodated as part of the proposed development at 112 St. James Street will not cause a cumulative impact on the ability to develop the site or on the surrounding neighbourhood. The amendment conforms to the general intent of the in-force policies of The London Plan; and,

- the recommended amendment to Zoning By-law Z.-1 will conform to the 1989 Official Plan and The London Plan as recommended to be amended and provide for seamless development of the site with an appropriate access location and safe traffic control. (2019-D09)

Motion Passed

26. (3.6) Application - Residential Plan of Subdivision and Zoning By-law Amendment - 600 Sunningdale Road West 39T-18501 (Z-8888) (Relates to Bill No. 306)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sunningdale Golf and Country Club, relating to the property located at 600 Sunningdale Road West (legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10 IRREG), located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve (UR3) Zone, a Holding Urban Reserve (h.2*UR3) Zone and an Open Space (OS4) Zone TO:

i) a Holding Residential R1 (h*h-18*R1-9) Zone, to permit single detached dwellings with a minimum lot frontage of 18.0 metres, a minimum lot area of 690m²;

ii) a Holding Residential R4 Special Provision (h*h-18*R4-4 (—)) Zone, to permit street townhouses to a maximum density of 35 units per hectare and maximum height of 10.5 metres; and,

i) an Open Space (OS5) Zone to permit conservation lands and passive recreational uses;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision by Sunningdale Golf and Country Ltd., relating to the property located at 600 Sunningdale Road West; and,

c) the Approval Authority BE ADVISED that the Municipal Council supports issuing Draft Approval of the proposed plan of residential subdivision, submitted by Sunningdale Golf and Country Ltd. (File No. 39T-18501), prepared by Callon Dietz Inc., Terry Dietz OLS., as revised, which shows 108 single detached lots, two (2) residential multi-family blocks, two (2) walkway blocks, two (2) road widening blocks, five (5) open space blocks and several 0.3m reserve blocks all served by three (3) new local street, SUBJECT TO the conditions contained in Appendix "39T-18501" appended to the staff report dated July 22, 2019;

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 proposed revised draft plan is consistent with the Planning Act, R.S.O 1990, c. P.13, including but not limited to Section 51 (24);
- the recommended revised draft plan and zoning amendments are consistent with the Provincial Policy Statement (PPS), 2014, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs and provide for a range of housing types and densities to meet projected requirements of current and future residents. The recommended draft plan and amendments also supports efficient and resilient development patterns, accommodating an appropriate range and mix of housing and protects the Natural Heritage feature;
- the proposed revised draft plan and Zoning By-law amendment conforms to the in-force policies of The London Plan, including but not limited Section 1688;
- the proposed revised draft plan conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential” and “Open Space designation policies;
- the recommended Zoning By-law amendments encourage the development of plan of subdivision that includes an appropriate mix of residential uses that support pedestrian oriented development; and,
- the draft plan design is appropriate for the site, compatible with abutting land uses and makes efficient use of the existing services and infrastructure available in this area. (2019-D09)

Motion Passed

27. (3.7) Application - 3080 Bostwick Road (O-9025) (Relates to Bill No.s 274, 275, 276, 277, 278 and 279)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 731675 Ontario Ltd., relating to the property located at 3080 Bostwick Road:

- a) The Urban Design Guidelines for 3080 Bostwick Road appended to the staff report dated July 22, 2019 as Appendix “A” BE ADOPTED at the Municipal Council meeting to be held on July 30, 2019 by resolution of City Council;
- b) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section 1716 of The London Plan by ADDING the Urban Design Guidelines for 3080 Bostwick Road to the list of Council approved guideline documents;
- c) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix “C” BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section 1565_5 of The London Plan, List of Secondary Plans - Southwest Area Secondary Plan, by ADDING a policy to section 20.5.9.2.iv) – “Bostwick Residential Neighbourhood – High Density Residential”;
- d) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix “D” BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section

1565_5, List of Secondary Plans - Southwest Area Secondary Plan by ADDING a portion of the subject site to the list of Locations of Convenience Commercial and Service Station uses in section 20.5.17.3.3.6.5.vi); to permit Convenience Commercial Uses;

e) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "E" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section 19.2.2 of the 1989 Official Plan by ADDING the Urban Design Guidelines for 3080 Bostwick Road to the list of Council approved guideline documents;

f) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "F" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section 20.5 of the 1989 Official Plan, List of Secondary Plans - Southwest Area Secondary Plan, by ADDING a policy to section 20.5.9.2.iv) – "Bostwick Residential Neighbourhood – High Density Residential"; and,

g) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "G" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend section 20.5, List of Secondary Plans - Southwest Area Secondary Plan, by ADDING a portion of the subject site to the list of Locations of Convenience Commercial and Service Station uses in section 20.5.17.3.3.6.5.vi); to permit Convenience Commercial Uses;

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 proposed amendment is consistent with the policies of the Provincial Policy Statement, 2014 as the Urban Design Guidelines promote well-designed built form and a sense of place;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to Chapter 19 which governs the use and adoption of Guideline Documents;
- the proposed amendment conforms to the policies of the Southwest Area Secondary Plan and will guide the design for 3080 Bostwick Road in the Bostwick Residential Neighbourhood;
- the proposed amendment conforms to the in-force policies of The London Plan including but not limited to Our Tools and the Key Directions to build strong, healthy and attractive neighbourhoods for all; and,
- the proposed amendment provides more specific direction for the preparation and review of planning and development proposals in this area. (2019-D09)

Motion Passed

28. (3.8) Application - 1076 Gainsborough Road (Z-9035) (Relates to Bill No. 307)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2648822 Ontario Inc., relating to the property located at 1076 Gainsborough Road, the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 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 Business District Commercial (h-17*BDC) Zone TO a Business District Commercial Special Provision (BDC*H15.5*D90(_)) Zone;

it being noted that the following site plan matters have been raised during the public participation process:

- i) outdoor garbage storage (central location and not along the western property line); and,
- ii) landscaping along westerly property line to help provide additional privacy to abutting rear yards;

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 is consistent with the City of London Official Plan policies and the in-force policies of The London Plan including, but not limited to, the Main Street Place Type policies;
- the recommended amendment facilitates the redevelopment of an underutilized site and encourages an appropriate form of development; and,
- the subject lands are located in a location where intensification can be accommodated given the existing municipal infrastructure, location on and near arterial roads and close proximity amenities and transit services. (2019-D09)

Motion Passed

29. (3.9) 447 Old Wonderland Road - SPA19-021

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Beco Developments, relating to the property located at 447 Old Wonderland Road:

- a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to permit the construction of a 4 storey, 41 unit apartment building:
 - i) garbage storage being maintained on site;

- ii) lighting concerns;
 - iii) privacy concerns for the neighbouring condominium complex;
 - iv) noise, including air conditioning units;
 - v) designated smoking areas;
 - vi) snow storage; and,
 - vii) parking;
- b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application to permit the construction of a 4 storey, 41 unit apartment building at 447 Old Wonderland Road;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2019-D09)

Motion Passed

30. (3.10) Lambeth Area Community Improvement Plan (O-9044)
(Relates to Bill No.s 280, 283, 284 and 285)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Planning and City Planner, the following actions be taken with respect to the Lambeth Area Community Improvement Plan:

- a) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to designate the Lambeth Area Community Improvement Project Area;
- b) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to adopt the Lambeth Area Community Improvement Plan;
- c) the proposed by-law appended to the staff report dated July 22, 2019 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to establish financial incentive programs for the Lambeth Area Community Improvement Project Area;
- d) the proposed by-law amendment appended to the staff report dated July 22, 2019 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on July 30, 2019 to amend the 1989 Official Plan by adding Section 14.2.2 ii) Lambeth Village Core and Wharncliffe Road Corridor to the list of commercial areas eligible for community improvement under Section 14.2.2 ii), and adding the Lambeth Village Core and Wharncliffe Road Corridor to Figure 14-1 to recognize the commercial areas eligible for community improvement; and,
- e) the proposed by-law amendment appended to the staff report dated July 22, 2019 as Appendix "E" BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 8 – Community Improvement Project Areas is in full force and effect by ADDING the Lambeth Area Community Improvement Project Area;

it being noted that the Civic Administration will consider the action items and initiatives included in the Lambeth Area Community Improvement Plan in any planning design, and budgeting of future municipal capital investments within the Lambeth Area CIP Project Area; and, that the funding for the financial incentive programs is accommodated within the existing budget;

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 reason:

through the project process, it was illustrated that the Lambeth Area meets the test for community improvement as defined under the Planning Act. Like many communities, the Lambeth Area is undergoing change which is impacting its existing form and function (e.g. residential development, infrastructure projects). The Lambeth Area CIP can be used as a tool to help move the community forward through this transition. Specifically, issues and needs in the areas of: businesses and the local economy; community and connections; mobility and safety; public realm and recreation opportunities; cultural heritage; and, natural heritage were identified by stakeholders as priorities for action. The Goals, Objectives and Action Items of the Lambeth Area CIP were developed to address these issues, and are within the scope of CIPs as defined by the Planning Act. The adoption of the Lambeth Area Community Improvement Plan and the approval of the requested Official Plan Amendment is also consistent with the Provincial Policy Statement (PPS) and supported by the policies in the Southwest Area Plan (SWAP), the 1989 Official Plan and The London Plan. (2019-D19)

Motion Passed

32. (3.12) 8076 Longwoods Road - SPA19-022

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 London Quality Meat, relating to the property located at 8076 Longwoods Road:

- a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of an abattoir:
 - i) the increase in climate change;
 - ii) the increase in land, air and water pollution from the increase in animals;
 - iii) the increase in waste flowing into rivers and streams;
 - iv) the increase in greenhouse and methane gases; and,
 - v) the loss of trees to provide grazing land for animals;
- b) the Approval Authority BE ADVISED that the Municipal Council supports the Site Plan Application to facilitate the construction of an abattoir;

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 proposed Site Plan is consistent with the Provincial Policy Statement, which directs development to designated growth areas and that development be adjacent to existing development;
- the proposed Site Plan conforms to the policies of the Farmland Place Type and all other applicable policies of The London Plan;
- the proposed Site Plan is in conformity with the policies of the Agriculture designation of the Official Plan (1989) and will implement an appropriate form of development on the site;
- the proposed Site Plan conforms to the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan meets the requirements of the Site Plan Control By-law. (2019-D09)

Motion Passed

34. (4.2) Thames Valley Joint Venture - Lot 66 - 1738-1754 Hamilton Road

Motion made by: A. Hopkins

That P. Derakhshan, Planner, Thames Village Joint Venture, BE GRANTED delegation status at the August 12, 2019 Planning and Environment Committee meeting relating to the application by Thames Village Joint Venture, with respect to the property located at Lot 66, 1738 Hamilton Road, in the Old Victoria subdivision. (2019-D09)

Motion Passed

19. (2.14) Decision - Local Planning Appeal Tribunal - 3234, 3263 and 3274 Wonderland Road South (OZ-8950)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Local Planning Appeal Tribunal decision relating to the properties located at 3234, 3263, and 3274 Wonderland Road South:

- a) the staff report dated July 22, 2019 entitled "Local Planning Appeal Tribunal Decision for Southside Group – 3234, 3263 and 3274 Wonderland Road South" BE RECEIVED for information; and,
- b) the proposed by-law appended to the staff report dated July 22, 2019, which reflects the decision of the Local Planning Appeal Tribunal to approve commercial floor area on the subject lands and also implements the Urban Design policies of the Southwest Area Secondary Plan on the subject lands, BE ENDORSED, and BE FORWARDED to the Local Planning Appeal Tribunal for Approval. (2019-D09)

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Nays: (4): J. Helmer, A. Hopkins, S. Turner, and E. Peloza

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 4)

21. (3.1) 660 Sunningdale Road East

Motion made by: A. Hopkins

That, the following actions be taken with respect to the property located at 660 Sunningdale Road East:

a) on the recommendation of the City Clerk, the report dated July 22, 2019 and entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990 – 660 Sunningdale Road East" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by M. Clawson, Clawson Group Inc., on behalf of Extra Realty Limited, for the property located at 660 Sunningdale Road East;

it being noted that the Planning and Environment Committee heard a verbal delegation from P. Hinde, on behalf of the Clawson Group Inc., with respect to this matter. (2019-D09)

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

Nays: (1): S. Turner

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 1)

31. (3.11) 3334 and 3354 Wonderland Road South (OZ-9043)

Motion made by: A. Hopkins

Seconded by: S. Lewis

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Gateway Casinos and Entertainment Ltd. relating to the property located at 3334 and 3354 Wonderland Road South:

a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Official Plan to change the designation of the subject lands FROM Multi-Family, Medium Density Residential TO Wonderland Road Community Enterprise Corridor;

b) the proposed by-law attached hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Southwest Area Secondary Plan to change the designation of the subject lands FROM Medium Density Residential TO Wonderland Road Community Enterprise Corridor;

c) the proposed by-law attached hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Southwest Area Secondary Plan policies for the

Wonderland Boulevard Neighbourhood by ADDING a Section 20.5.6.6, 3334 and 3354 Wonderland Road South;

d) the proposed by-law ~~attached~~ hereto as Appendix "C" BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 1 is in full force and effect to change the Place Type of the subject lands FROM Neighbourhoods TO Shopping Area;

e) the proposed by-law ~~attached~~ hereto as Appendix "D" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part (a) through (d) above, to change the zoning of the subject property FROM a Holding Light Industrial (h-17-LI1/LI7) Zone and Environmental Review (ER) Zone, TO a Commercial Recreation Special Provision (CR(*)) Zone and an Open Space Special Provision (OS4(*)) Zone;

f) IT BEING NOTED the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority with regard to the design of the space between the Casino building and the City sidewalk as a unique space that functions as a forecourt to the building and also permits a limited amount of parking. The following design elements achieve the principles discussed in detail Subsection 4.1 of this report:

i) A flush surface that extends from the main north-south driveway to the City sidewalk along the Wonderland Road frontage;

ii) Include wide pedestrian walkways, with landscaping from the City sidewalk to the building on both the north and south edges of the forecourt;

iii) Provide continuous built form elements, such as a canopies, to delineate the forecourt space and to provide for pedestrian amenity along the walkways on north and south edges of the forecourt;

iv) Differentiate the approach to tree planting and tree locations; pedestrian scale lighting and site furniture; and landscaping scheme; between the forecourt and the general parking field. Include a similar level of trees that would be required through the City's Site Plan Control By-law;

v) Differentiate the approach to the surface treatment between the forecourt and the general parking field, either by using an alternate paving material, colour or use a combination of materials and colours; and

vi) Include similar elements, used in the forecourt design, in the area between the main north-south driveway up to the front building façade within the drop off area and restaurant patio.

Amendment:

Motion made by: M. Cassidy

Seconded by: S. Turner

That clause 3.11 BE AMENDED, by:

i) amending part e), to read as follows:

“e) the proposed revised by-law BE INTRODUCED at a future Municipal Council meeting to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part (a) through (d) above, to change the zoning of the subject property FROM a Holding Light Industrial (h-17·LI1/LI7) Zone and Environmental Review (ER) Zone, TO a Commercial Recreation Special Provision (CR(*)) Zone, an Open Space Special Provision (OS4(*)) Zone and an H5 Holding Provision for a public site plan process; it being noted ”

ii) add a new part f), to read as follows:

“f) the Civic Administration BE DIRECTED to continue consultation specifically with neighbouring First Nations Communities with respect to this application;” and,

iii) add a new part g), to read as follows:

“g) pursuant to section 34.17 of the *Planning Act*, Municipal Council deems that no further notice with respect to the Zoning By-law Amendment is required as the changes are deemed to be minor in nature.”

At 7:52 PM, His Worship the Mayor places Councillor J. Morgan in the Chair, and takes a seat at the Council Board.

At 7:57 PM, His Worship the Mayor resumes the Chair, and Councillor J. Morgan takes his seat at the Council Board.

Amendment:

Motion made by: M. Cassidy

Seconded by: S. Turner

The motion is put, to approve the proposed amendment to part e), as follows:

i) amending part e), to read as follows:

“e) the proposed revised by-law BE INTRODUCED at a future Municipal Council meeting to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part (a) through (d) above, to change the zoning of the subject property FROM a Holding Light Industrial (h-17·LI1/LI7) Zone and Environmental Review (ER) Zone, TO a Commercial Recreation Special Provision (CR(*)) Zone, an Open Space Special Provision (OS4(*)) Zone and an H5 Holding Provision for a public site plan process;”

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

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Failed (5 to 8)

Amendment:

Motion made by: M. Cassidy

Seconded by: S. Turner

The motion is put to Approve the amendment to clause 3.11 by:

ii) adding a new part f), to read as follows:

“f) the Civic Administration BE DIRECTED to continue consultation specifically with neighbouring First Nations Communities with respect to this application;” and,

Yeas: (11): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (2): Mayor E. Holder, and S. Lehman

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 2)

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Clause 3.11, as amended, BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Nays: (4): M. Salih, A. Hopkins, S. Turner, and E. Pelozza

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 4)

Clause 3.11, 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 Gateway Casinos and Entertainment Ltd. relating to the property located at 3334 and 3354 Wonderland Road South:

a) the proposed by-law ~~attached~~ hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Official Plan to change the designation of the subject lands FROM Multi-Family, Medium Density Residential TO Wonderland Road Community Enterprise Corridor;

b) the proposed by-law ~~attached~~ hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Southwest Area Secondary Plan to change the designation of the subject lands FROM Medium Density Residential TO Wonderland Road Community Enterprise Corridor;

c) the proposed by-law ~~attached~~ hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend the Southwest Area Secondary Plan policies for the Wonderland Boulevard Neighbourhood by ADDING a Section 20.5.6.6, 3334 and 3354 Wonderland Road South;

d) the proposed by-law ~~attached~~ hereto as Appendix "C" BE INTRODUCED at a future Municipal Council meeting to amend the Official Plan, 2016, The London Plan at such time as Map 1 is in full force and effect to change the Place Type of the subject lands FROM Neighbourhoods TO Shopping Area;

e) the proposed by-law ~~attached~~ hereto as Appendix "D" BE INTRODUCED at the Municipal Council meeting on July 30, 2019 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan as amended in part (a) through (d) above, to change the zoning of the subject property FROM a Holding Light Industrial (h-17-LI1/LI7) Zone and Environmental Review (ER) Zone, TO a

Commercial Recreation Special Provision (CR(*)) Zone and an Open Space Special Provision (OS4(*)) Zone;

f) IT BEING NOTED the following Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority with regard to the design of the space between the Casino building and the City sidewalk as a unique space that functions as a forecourt to the building and also permits a limited amount of parking. The following design elements achieve the principles discussed in detail Subsection 4.1 of this report:

i) A flush surface that extends from the main north-south driveway to the City sidewalk along the Wonderland Road frontage;

ii) Include wide pedestrian walkways, with landscaping from the City sidewalk to the building on both the north and south edges of the forecourt;

iii) Provide continuous built form elements, such as canopies, to delineate the forecourt space and to provide for pedestrian amenity along the walkways on north and south edges of the forecourt;

iv) Differentiate the approach to tree planting and tree locations; pedestrian scale lighting and site furniture; and landscaping scheme; between the forecourt and the general parking field. Include a similar level of trees that would be required through the City's Site Plan Control By-law;

v) Differentiate the approach to the surface treatment between the forecourt and the general parking field, either by using an alternate paving material, colour or use a combination of materials and colours; and

vi) Include similar elements, used in the forecourt design, in the area between the main north-south driveway up to the front building façade within the drop off area and restaurant patio; and,

g) the Civic Administration BE DIRECTED to continue consultation specifically with neighbouring First Nations Communities with respect to this application;

it being noted that the Planning and Environment Committee reviewed and received a communication dated July 16, 2019, from D. Speller, 3225 Singleton Avenue;

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 proposed amendment is consistent with the policies of the Provincial Policy Statement, 2014 as the Urban Design Guidelines promote well-designed built form and a sense of place;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to Chapter 19 which governs the use and adoption of Guideline Documents;
- the proposed amendment conforms to the policies of the Southwest Area Secondary Plan and will guide the design for 3080 Bostwick Road in the Bostwick Residential Neighbourhood;

- the proposed amendment conforms to the in-force policies of The London Plan including but not limited to Our Tools and the Key Directions to build strong, healthy and attractive neighbourhoods for all; and,
- the proposed amendment provides more specific direction for the preparation and review of planning and development proposals in this area.

(2019-D09)

33. (4.1) Demolition Request for Heritage Designated Property at 123 Queens Avenue

Motion made by: A. Hopkins

That the demolition request for the heritage designated property at 123 Queens Avenue, located in the Downtown Heritage Conservation District, BE PERMITTED pursuant to Section 42(1) of the Ontario Heritage Act subject to the following terms and conditions:

- a) prior to any demolition, the property owner BE REQUIRED to obtain final Site Plan Approval for the redevelopment of the property that includes new building(s) and/or structure(s) and submit full building permit drawings;
- b) prior to any demolition, photographic documentation and measured drawings of the existing building, including the alleyway, at 123 Queens Avenue BE COMPLETED by the property owner and submitted to the satisfaction of City Planning;
- c) prior to final Site Plan Approval, the recommendations of the Heritage Impact Assessment BE COMPLETED by the property owner and submitted to the City.

Motion made by: A. Hopkins

That clause 4.1 a) BE APPROVED.

Nays: (13): 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. Pelozza, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Failed (0 to 13)

Motion made by: S. Turner

Seconded by: M. Cassidy

That a new part a) BE APPROVED, as follows:

- “a) prior to any demolition, the property owner BE REQUIRED to submit a Commemoration Plan as described in the Heritage Impact Assessment – 123 Queens Avenue (Stantec Consulting, March 26, 2019), including a schedule to implement the recommendations of the Commemoration Plan, to the satisfaction of the City;”

Motion Passed

Motion made by: S. Turner

Seconded by: J. Helmer

That clause 4.1 as amended, 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, S. Turner, E. Pelozo, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

Clause 4.1, as amended, reads as follows:

That the demolition request for the heritage designated property at 123 Queens Avenue, located in the Downtown Heritage Conservation District, BE PERMITTED pursuant to Section 42(1) of the Ontario Heritage Act subject to the following terms and conditions:

- a) prior to any demolition, the property owner BE REQUIRED to submit a Commemoration Plan as described in the Heritage Impact Assessment – 123 Queens Avenue (Stantec Consulting, March 26, 2019), including a schedule to implement the recommendations of the Commemoration Plan, to the satisfaction of the City;;
- b) prior to any demolition, photographic documentation and measured drawings of the existing building, including the alleyway, at 123 Queens Avenue BE COMPLETED by the property owner and submitted to the satisfaction of City Planning;
- c) prior to final Site Plan Approval, the recommendations of the Heritage Impact Assessment BE COMPLETED by the property owner and submitted to the City.

9. Added Reports

9.1 14th Report of Council In Closed Session

Motion made by: E. Pelozo

Seconded by: S. Lewis

1. London Professional Fire Fighters Association Tentative Agreement

That, on the recommendation of the Acting Director of Human Resources the attached Memorandum of Agreement concerning the 2020-2024 Collective Agreement for London Professional Fire Fighters Association (“LPFFA”) representing employees working in the Fire Department BE RATIFIED.

It being noted that Mayor E. Holder disclosed a pecuniary interest in this matter, by indicating that his son-in-law is a member of the London Professional Firefighters Association, and left the meeting at 1:15 PM and returned at 1:32 PM.

Yeas: (12): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, and S. Hillier

Recuse: (1): Mayor E. Holder

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

Motion made by: E. Pelosa

Seconded by: J. Helmer

2. Refund of Offer Deposit – 2499771 Ontario Corporation – Part of Lot 3, Plan 33M-239, Except Part 1, Plan 33R-9640 Swiftsure Court – Trafalgar – Industrial Park, Phase III

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 southeast end of Swiftsure Court in Trafalgar Industrial Park, Phase III, containing an area of approximately 3.5 acres, being composed of Part of Lot 3, Plan 33M-239, except Part 1, Plan 33R-9640, as outlined on the sketch attached hereto as Schedule “A”, the following actions be taken:

a) the Civic Administration BE DIRECTED to return a deposit in the amount of \$24,750.00 to the Purchaser, related to the Agreement of Purchase and Sale (the “Offer”), submitted by 2499771 Ontario Corporation (Southwestern Spice) (the “Purchaser”) on May 10, 2017, to purchase the subject property from the City, as outlined on the attached location map; and

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts necessary to release the Purchaser and the City from all terms and conditions as per the offer.

3. Request from Cakerie Holdings Ltd. to Extend its Option to Purchase Over Parts 2, 3, and 4, Plan 33R-17213 – 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 request of the Cakerie Holdings Ltd. to extend its option to purchase property, the following actions be taken:

a) the Civic Administration BE DIRECTED to enact an extension of an option to purchase until July 26, 2021 by Cakerie Holdings Ltd. for approximately 9.79 acres of land located on the east side of Innovation Drive, described as Parts 2, 3 and 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042, as outlined on the attached location map; and

b) the Civic Administration BE DIRECTED to undertake all administrative acts necessary to enact the above-noted extension.

Yeas: (13): 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. Pelosa, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

9.2 16th Meeting of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 16th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 2(4.1).

Yeas: (13): 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. Pelosa, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (4.2) Resignation from Councillor S. Hillier from the London Convention Centre Board of Directors

Motion made by: J. Helmer

That the following actions be taken with respect to the London Convention Centre Board:

- a) the resignation of Councillor S. Hillier, dated July 22, 2019, BE ACCEPTED; and
- b) Councillor S. Lehman BE APPOINTED to the above-noted Board for the term ending November 15, 2022, in accordance with the attached ballot summary.

Motion Passed

4. (4.3) Confirmation of Appointments to the Old East Village Business Improvement Area

Motion made by: J. Helmer

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

Maria Drangova, Board Chair
Ken Keane, Board Treasurer
Henry Eastabrook, BIA Director
Rob Campbell, BIA Director
Heather Blackwell, BIA Director
Grant Maltman, BIA Director
Ellie Cook, BIA Director
Liliana Sanchez, BIA Director
John Parlow, BIA Director
Jamie Sinden, BIA Director

it being noted that the Strategic Priorities and Policy Committee received a revised communication dated June 18, 2019 from J. Pastorius, General Manager, Old East Village Business Improvement Area, with respect to the above appointments.

Motion Passed

5. (5.1) Middlesex-London Food Policy Council

Motion made by: J. Helmer

That the matter of an appointment to the Middlesex London Food Policy Council BE REFERRED to a future meeting of the SPPC.

Motion Passed

2. (4.1) Review of City Services for Potential Reductions and Eliminations

Motion made by: J. Helmer

That the following actions be taken with respect to the review of City of London services for potential reductions and eliminations:

- a) the staff report dated July 29, 2019 detailing the cost savings and avoidance initiatives ongoing and recently undertaken by the City of London BE RECEIVED for information; and
- b) the following specific areas BE CONSIDERED for further review for potential service reductions and eliminations:
 - i) the Downtown and Industrial CIPs, with consideration for a reduced level of subsidy;
 - ii) Information Technology, with a report back with a summary of past initiatives and potential future review tools;
 - iii) opportunities for a phased-in Tourism London funding reduction from the municipal levy, in light of new funding transferred to Tourism London from the Municipal Accommodation Tax; and
 - iv) a review of reserve funds with uncommitted balances, (excluding capital asset renewal/replacement funds, and capital asset growth funds) for an analysis of funding contributions to those funds where the annual contributions from the tax levy may be scaled back;

it being noted that the Strategic Priorities and Policy Committee received a communication dated July 25, 2019 and a verbal delegation from C. Butler, and a communication dated July 25, 2019 from W. H. Brock with respect to this matter.

Motion made by: J. Helmer

That clause 4.1 a) BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (1): M. Salih

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 1)

Motion made by: J. Helmer

That clause 4.1, parts b)i) and b)iv) BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (1): M. Salih

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 1)

Motion made by: P. Squire

That clause 4.1 b) ii) BE APPROVED.

Yeas: (7): M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, A. Hopkins, and S. Hillier

Nays: (6): Mayor E. Holder, M. Salih, J. Helmer, M. Cassidy, S. Turner, and E. Pelozza

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (7 to 6)

Motion made by: S. Turner

That clause 4.1 b) iii) BE APPROVED.

Yeas: (5): M. Cassidy, P. Squire, A. Hopkins, S. Turner, and E. Pelozza

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Failed (5 to 8)

Motion made by: J. Helmer

Seconded by: S. Turner

Recognizing that Tourism London's share of the municipal accommodation tax is estimated to be \$1.5 million annually, which is a 75% increase above the organization's approved net 2019 budget of ~\$2 million, Civic Administration BE DIRECTED to report back on the implications of a 5% reduction in property tax funding for Tourism London, phased in over four years and using 2019's approved net budget as the baseline (ie. \$25,000 less each year, reaching \$100,000 in year four).

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

Nays: (7): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Morgan, S. Lehman, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Failed (6 to 7)

Clause 4.1, as amended, reads as follows:

That the following actions be taken with respect to the review of City of London services for potential reductions and eliminations:

- a) the staff report dated July 29, 2019 detailing the cost savings and avoidance initiatives ongoing and recently undertaken by the City of London BE RECEIVED for information; and
- b) the following specific areas BE CONSIDERED for further review for potential service reductions and eliminations:
 - i) the Downtown and Industrial CIPs, with consideration for a reduced level of subsidy;

- ii) Information Technology, with a report back with a summary of past initiatives and potential future review tools; and,
- iii) a review of reserve funds with uncommitted balances, (excluding capital asset renewal/replacement funds, and capital asset growth funds) for an analysis of funding contributions to those funds where the annual contributions from the tax levy may be scaled back;

it being noted that the Strategic Priorities and Policy Committee received a communication dated July 25, 2019 and a verbal delegation from C. Butler, and a communication dated July 25, 2019 from W. H. Brock with respect to this matter.

10. Deferred Matters

None.

11. Enquiries

Councillor M. Cassidy enquires as to the status of the previous enquiry (March 2019) related to the London Medical Innovation and Commercialization Network. Mr. Hayward indicates that a report and information is anticipated to be brought back in August or September of this year.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 267 to 307, and the Added Bill No's 309 and 310, 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, S. Turner, E. Pelozo, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

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

That Second Reading of Bill No.'s 267 to 307, and the Added Bill No's 309 and 310, 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, S. Turner, E. Pelozo, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

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

That Third Reading and Enactment of Bill No.'s 255 and 256, 267 to 307, and the Added Bill No's 309 and 310, 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, S. Turner, E. Pelozo, and S. Hillier

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (13 to 0)

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

That Introduction and First Reading of Added Bill No.'s 311 to 313, BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Nays: (4): M. Salih, A. Hopkins, S. Turner, and E. Pelozo

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 4)

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

That Second Reading of Added Bill No.'s 311 to 313, BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Nays: (4): M. Salih, A. Hopkins, S. Turner, and E. Pelozo

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 4)

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

That Third Reading and Enactment of Added Bill No.'s 311 to 313, BE APPROVED.

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and S. Hillier

Nays: (4): M. Salih, A. Hopkins, S. Turner, and E. Pelozo

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 4)

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

Bill No. 267 By-law No. A.-7874- 202	A by-law to confirm the proceedings of the Council Meeting held on the 30th day of July, 2019. (City Clerk)
Bill No. 268 By-law No. A.-7875- 203	A by-law to authorize and approve a Grant Recipient Agreement between the Canadian Plastics Industry Association, and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement. (2.5e/11/CWC)
Bill No. 269 By-law No. CPOL.- 395-204	A by-law to enact a new Council policy entitled "Contracting for Legal Services". (2.3/15/CSC)
Bill No. 270 By-law No. C.P.- 1284(up)-205	A by-law to amend the Official Plan for the City of London, 1989 relating to 1631-1649 Richmond Street. (3.3a/13/PEC)
Bill No. 271 By-law No. C.P.- 1512(g)-206	A by-law to amend The London Plan for the City of London, 2016 relating to 1631-1649 Richmond Street. (3.3c/13/PEC)
Bill No. 272 By-law No. C.P.- 1284(uq)-207	A by-law to amend the Official Plan for the City of London, 1989 relating to part of 124 St. James Street. (3.5a/13/PEC)
Bill No. 273 By-law No. C.P.- 1512(h)-208	A by-law to amend The London Plan for the City of London, 2016 relating to part of 124 St. James Street. (3.5b/13/PEC)
Bill No. 274 By-law No. C.P.- 1512(i)-209	A by-law to amend The London Plan for the City of London, 2016 relating to 3080 Bostwick Road. (3.7b/13/PEC)
Bill No. 275 By-law No. C.P.- 1512(j)-210	A by-law to amend The London Plan for the City of London, 2016 relating to 3080 Bostwick Road. (3.7c/13/PEC)
Bill No. 276 By-law No. C.P.- 1512(k)-211	A by-law to amend The London Plan for the City of London, 2016 relating to Sites 1 and 5 at 3080 Bostwick Road. (3.7d/13/PEC)
Bill No. 277 By-law No. C.P.- 1284(ur)-212	A by-law to amend the Official Plan for the City of London, 1989 relating to 3080 Bostwick Road. (3.7e/13/PEC)
Bill No. 278 By-law No. C.P.- 1284(us)-213	A by-law to amend the Official Plan for the City of London, 1989 relating to 3080 Bostwick Road. (3.7f/13/PEC)

Bill No. 279 By-law No. C.P.- 1284(ut)-214	A by-law to amend the Official Plan for the City of London, 1989 relating to Sites 1 and 5 at 3080 Bostwick Road. (3.7g/13/PEC)
Bill No. 280 By-law No. C.P.- 1284(uu)-215	A by-law to amend the Official Plan for the City of London, 1989 relating to the Lambeth Area Community Improvement Project Area. (3.10d/13/PEC)
Bill No. 281 By-law No. C.P.- 1467(f)-216	A by-law to amend C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas". (2.9/13/PEC)
Bill No. 282 By-law No. C.P.-1536- 217	A by-law to exempt from Part-Lot Control, lands located at 2700 Asima Drive, legally described as Block 57 in Registered Plan 33M-699. (2.5/13/PEC)
Bill No. 283 By-law No. C.P.-1537- 218	A by-law to designate the Lambeth Area Community Improvement Project Area. (3.10a/13/PEC)
Bill No. 284 By-law No. C.P.-1538- 219	A by-law to adopt the Lambeth Area Community Improvement Plan. (3.10b/13/PEC)
Bill No. 285 By-law No. C.P.-1539- 220	A by-law to establish financial incentives for the Lambeth Area Community Improvement Project Area. (3.10c/13/PEC)
Bill No. 286 By-law No. PS-113- 19037	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." (2.9a/11/CWC)
Bill No. 287 By-law No. PS-113- 19038	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." (2.9b/11/CWC)
Bill No. 288 By-law No. PS-113- 1903	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." (2.9c/11/CWC)
Bill No. 289 By-law No. S.-6019- 221	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street and Adelaide Street North) (Chief Surveyor - pursuant to Consent B.40/18 and in accordance with Zoning By-law Z.-1)
Bill No. 290 By-law No. S.-6020- 222	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hamilton Road, west of Watmar Avenue) (Chief Surveyor - pursuant to SPA18-110 and in accordance with Zoning By-law Z.-1)

Bill No. 291 By-law No. W.- 5593(b)-223	A by-law to amend by-law No. W.-5593-37 entitled, "A by-law to authorize the Colonel Talbot Pumping Station. (Project No. ES2204)" (2.2/10/CWC)
Bill No. 292 By-law No. W.-5650- 224	A by-law to authorize the Southwest Capacity Improvement. (Project No. ES5263) (2.3/10/CWC)
Bill No. 293 By-law No. W.-5651- 225	A by-law to authorize the New Major Open Space Network. (Project No. PD204319) (2.5/12/PEC)
Bill No. 294 By-law No. WM-4- 19013	A by-law to amend By-law WM-4, being a by-law to Regulate Connections to the Public Sewage Works. (3.1a/11/CWC)
Bill No. 295 By-law No. WM-28- 19007	A by-law to amend By-law WM-28, being a by-law for regulation of wastewater and stormwater drainage systems in the City of London. (3.1b/11/CWC)
Bill No. 296 By-law No. Z.-1- 192761	A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 9345 Elviage Drive. (2.4/13/PEC)
Bill No. 297 By-law No. Z.-1- 192762	A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 3270 Raleigh Crescent. (2.6/13/PEC)
Bill No. 298 By-law No. Z.-1- 192763	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1509 Fanshawe Park Road West. (2.7/13/PEC)
Bill No. 299 By-law No. Z.-1- 192764	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning of the land located at 1229 and 1265 Wharncliffe Road South. (2.11/13/PEC)
Bill No. 300 By-law No. Z.-1- 192765	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 349 and 379 Sunningdale Road West. (2.12/13/PEC)
Bill No. 301 By-law No. Z.-1- 192766	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 7 Annadale Drive. (2.13/13/PEC)
Bill No. 302 By-law No. Z.-1- 192767	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2835 Sheffield Place. (2.15/13/PEC)

Bill No. 303 By-law No. Z.-1- 192768	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning of the land located at 2650 Buroak Drive. (2.19/13/PEC)
Bill No. 304 By-law No. Z.-1- 192769	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1631-1649 Richmond Street. (3.3b/13/PEC)
Bill No. 305 By-law No. Z.-1- 192770	A by-law to amend By-law No. Z.-1 to rezone an area of land located at part of 124 St. James Street. (3.5c/13/PEC)
Bill No. 306 By-law No. Z.-1- 192771	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 600 Sunningdale Road West. (3.6a/13/PEC)
Bill No. 307 By-law No. Z.-1- 192772	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1076 Gainsborough Road. (3.8/13/PEC)
Bill No. 309 By-law No. A.-7876- 226	A by-law to approve and authorize an Amending Option Agreement between The Corporation of the City of London and Cakerie Holdings, Ltd., and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/15/CSC)
Bill No. 310 By-law No. A.-7877- 227	A by-law to direct the Civic Administration to return the deposit of \$24,750.00 to 2499771 Ontario Corporation (the "Purchaser") as it relates to the Agreement of Purchase and Sale (the Agreement) for the land described as Part of Lot 3, Plan 33M-239, except Part 1, Plan 33R-9640, in the City's Trafalgar Industrial Park Phase III, in the City of London, and to authorize the Civic Administration to undertake all administrative acts necessary to release the Purchaser and the City from all terms and conditions of the Agreement. (6.4/15/CSC)
Bill No. 311 By-law No. C.P.- 1284(uv)-228	A by-law to amend the Official Plan for the City of London, 1989 relating to 3334 and 3354 Wonderland Road South.
Bill No. 312 By-law No. C.P.- 1284(uw)-229	A by-law to amend the Official Plan for the City of London, 1989 as it relates to the Southwest Area Secondary Plan, 2012 relating to 3334 and 3354 Wonderland Road South.
Bill No. 313 By-law No. Z.-1- 192773	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3334 and 3354 Wonderland Road South.
Bill No. 255 By-law No. DR-106- 191	A by-law to provide for a Drainage Works in the City of London. (Construction of the Crinklaw-Scott Municipal Drain 2018). (Court of Revision)

<p>Bill No. 256 By-law No. DR-107- 192</p>	<p>A by-law to provide for a Drainage Works in the City of London. (Construction of Branch 'D' of the Hampton-Scott Municipal Drain-2019). (Court of Revision)</p>
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14. Adjournment

Motion made by: S. Turner
Seconded by: M. Cassidy

That the meeting adjourn.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, and S. Hillier

Nays: (1): S. Turner

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 1)

The meeting adjourns at 10:02 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(The "Corporation")

AND

THE LONDON PROFESSIONAL FIRE FIGHTERS' ASSOCIATION

(The "Association")

The representatives of the Corporation and the Association have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect January 1, 2020. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1 The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.

2 The Parties agree that the renewed Collective Agreement shall include the terms and conditions of the Previous Collective Agreement which expires December 31, 2019 except as amended, deleted from or added to by virtue of this Memorandum.

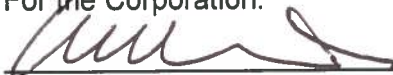
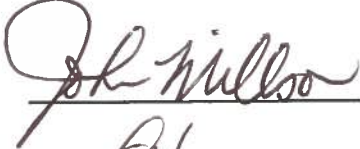

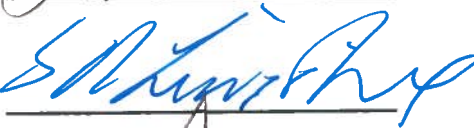


3 Notwithstanding Article 29.00 of the Collective Agreement, the parties agree to waive all notice requirements relating to the parties' intent to bargain with a view to the renewal of the Collective Agreement.

SUBMITTED June 20, 2019 BY THE CORPORATION WITHOUT PREJUDICE OR PRECEDENT




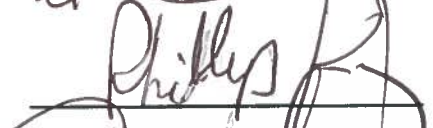



4 Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Association and the elected Council of The Corporation of the City of London.

Signed this 20th day of, June, 2019

For the Corporation:

For the Association:

1. Article 1 – RECOGNITION AND ASSOCIATION DUES

Add to Article 1.06 as follows:

(c) Notwithstanding 1.06(a) and (b) above, the Employer may hire Clerical Staff, Fire Prevention Inspectors and Communications Operators on a temporary basis for a period not to exceed eighteen (18) months for temporary vacancies due to pregnancy and/or parental leave.

2. Article 4 – HOURS OF WORK

Delete the following from Article 4.01:

(iv) when recalled to duty during his/her period of standby, shall be given an equivalent number of hours off duty from his/her regular hours of work equal to the number of hours for which he/she is recalled to duty in his/her period of standby within a reasonable period of time after the accumulation of eight (8) or more such hours noting that there will be a maximum of 1/2 hour for actual travel time to work at the start of the call-back period, and 1/2 hour travel time from work at the end of the call-back period. ~~For employees recalled to duty to Middlesex County, the maximum allowance shall be 1 hour at the start and 1 hour at the end of the call-back period~~

3. ARTICLE 9 – HOSPITAL, MEDICAL AND GROUP LIFE INSURANCE

Amend Article 9.00(a) as follows:

Liberty Health Extended Care Plan

..

- o Effective May 21, 2017 mandatory generic drug substitution ~~except on express instruction of physician~~

The following paragraphs (a) and (b) not to form part of the collective agreement.

The parties acknowledge and agree to the following regarding Article 9.00(a) mandatory generic drug substitution:

- a) The process in place to administer the mandatory generic drug substitution, as implemented by the insurer effective May 21, 2017 and which may be amended from time to time by the insurer, is in accordance with the parties' agreement with respect to mandatory drug substitution as set out in the 2017 Memorandum of Agreement and complies with Article 9.00(a) as outlined above.
- b) The parties agree to the following as it relates to the implementation of the mandatory generic drug substitution:

- i. Any employee who was prescribed and continuously using a brand name drug prior to April 21, 2017 shall continue to be covered under the applicable insurance plan in accordance with the terms of the plan for the brand name drug until such time as the Employee is no longer prescribed the drug. If the employee discontinues use of the brand name drug and thereafter is prescribed the brand name drug again – the insurer's mandatory generic drug substitution process, as may be amended from time to time, will apply to the prescription on a go forward basis.
- ii. Employees applying for an exemption to mandatory drug substitution in accordance with the insurer's process and Article 9.00(a) of the Collective Agreement shall bear any cost associated with such application save and except that the Corporation will reimburse such Employees for physician's fees incurred in obtaining that consent/filling out the form and provided the Employee provides a written invoice verifying the cost and amount paid by the Employee.
- iii. The Corporation or delegate shall reimburse those employees described in paragraph 4(b)(i) who purchased a brand name drug prescribed by their physician but were covered under the applicable insurance plan only for the cost of the generic drug in an amount equal to the additional cost they incurred to purchase the brand name drug upon provision of a written invoice verifying the cost and amount paid by the Employee.

4. Article 24 – Recall to Duty and Overtime

NEW Article 24.00 (e)

Employees in the Fire Prevention Division, Apparatus Division, Training Division, Stores Division, and Clerical Administrative Division who are called in to work on a statutory holiday (as defined in Article 7.00(a)) shall be paid one and one-half (1.5) times their hourly rate of pay for each hour worked. Alternatively, the employee may choose to have time off duty at one and one-half times their regular rate of pay for each hour worked, such time to be credited to the employee's overtime bank as outlined in Article 24.00(b)(i).

Not to Form part of the collective agreement: regarding new Article 24.00(e), the parties agree that any employee in Fire Prevention Division, Apparatus Division, Training Division, Stores Division and Clerical Administrative Division, who was called in to work on a statutory holiday (as defined in Article 7.00(a)) for the time period May 21, 2017 up to and including the date of ratification of this Agreement will be paid for such time, or offered the choice of banking the time, as provided in new Article 24.00(e).

5. ARTICLE 11 – Classification and Salaries

Amend Article 11.00 as follows:

FIRE FIGHTING DIVISION

Classifications	Salary Rate	Special Notes
Captain	115%	
	118%	Effective October 1, 2018
	120%	Effective January 1, 2020
Senior Qualified Firefighter	102%	52 most senior employees qualified as Captains (13 per platoon) One (1) SQFF per Fire Hall.
	100%	Effective January 1, 2020
2 nd Class Firefighter	90%	
3 rd Class Firefighter	85%	
4 th Class Firefighter	80%	
5 th Class Firefighter Probationary	70%	(second six months)
5 th Class Firefighter Probationary	65%	(first six months)

Effective January 1, 2020 - new hires within the Firefighter classification will be subject to the following gird:

3 rd Class Firefighter	80%
4 th Class Firefighter	70%
5 th Class Firefighter	60%

- Amend the collective agreement to reflect the above changes in classifications for new hires including seniority provisions but parties agree to keep recruit exams as currently provided (i.e. at 6 months)

Employees classified as 5th Class Firefighter shall be subject to a ~~the total~~ probationary period of twelve months. ~~, first be classified and paid as "Fire Fighter 5th Class, Probationary - 1st six months" and in the second six months of the said total probationary period, the employee shall be classified and paid at the rate of "Fire Fighter 5th Class, Probationary - 2nd six months".~~ Reclassification of such employees to Fire Fighter 4th Class, 3rd Class, 2nd Class and 1st Class shall be as hereinafter provided in Article 11.03.

Fire Prevention Inspector

Old Certification Program		OFM Certification - Education Level					
		Minimum Qualifications as per Job Description	4 Courses	8 Courses	12 Courses	16 Courses	NFPA 921, Comprehensive Review and Certification
Deemed Equivalent OFM Certification – Education Level based on New OFMEM Certification Program		MINIMUM ACADEMIC STANDING (See Note 1)	NFPA 1031 Fire Inspector I – Ontario Certification (See Note 2)	8 Courses	9 Courses	10 Courses	11 Courses
Full-time Experience in a Fire Department *	Minimum Qualifications as per Job Description	70%	75%	80%	85%	90%	95%
	1 Year	75%	80%	85%	90%	95%	100%
	2 Years	80%	85%	90%	95%	100%	105%
	3 Years	85%	90%	95%	100%	105%	110%
	4 Years	90%	95%	100%	105%	110%	115% 117% Effective January 1, 2020

Effective January 1, 2020, One-time adjustment of the Public Information Coordinator to reflect 95% of 1st Class Firefighter rate

Effective January 1, 2024 one-time adjustment of the Public Information Coordinator to reflect 97% of 1st Class Firefighter rate

Effective January 1, 2024 one-time adjustment of the Public Fire and Life Safety Educator to reflect 97% of 1st Class Firefighter rate

TRAINING DIVISION

Classifications	Salary Rate
Director of Training	135%
Assistant Director of Training	125%
Training Instructor	115% 117% Effective January 1, 2020

COMMUNICATIONS DIVISION

Classifications	Salary Rate
Supervisor of Communications and Information Systems	115% 120% Effective January 1, 2020

11.01(b)

- (b) It is understood and agreed to by the parties that the Fire Chief shall have the authority to assign members of the Department to the Training Division, from the applicants to the Annual Bulletin, for the purpose of acting as a Training Instructor for periods of time as is are required, and that any such employees assigned will receive the rate of pay of a Training Instructor (~~115%~~) while performing the training duties as assigned. If such assignment deprives the employee of acting in a higher capacity than his/her permanent classification on his/her regularly assigned Platoon/Division, he/she shall receive the

higher rate of salary of the assignment which he/she would have earned in the acting capacity.

...

~~The senior, qualified individual permanently assigned to the Training Division will act in place of the Director after the first day of absence.~~

11.02 ~~Employees shall be reclassified automatically as, and paid at the rate of a "Fire Fighter 5th Class —2nd six months" on completion of the first six months of the probationary period. The probationary period of any "Fire Fighter 5th Class —2nd six months", may be extended for a period not exceeding three (3) months, on the written consent of the Association and the Chief of the Department.~~

11.03 Employees shall be reclassified and paid as Fire Fighter 4th Class on completion of one years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 4th Class shall be reclassified and paid as Fire Fighter 3rd Class on completion of two years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 3rd Class shall be reclassified and paid as Fire Fighter 2nd Class on completion of three years' service and on qualifying for advancement as hereinafter provided; likewise such Fire Fighter 2nd Class shall be reclassified and paid as Fire Fighter 1st Class on completion of four years' service and on qualifying for advancement as hereinafter provided. Periods of service shall be calculated from the commencement of the probationary period. To qualify for advancement to the classification of Fire Fighter 4th Class, Fire Fighter 3rd Class, Fire Fighter 2nd Class and Fire Fighter 1st Class, such employees shall successfully complete examinations, practical, written or oral; such examinations shall be arranged by the Employer to ensure that examinations are completed for each employee in each classification within the following periods:

Such Fire Fighter 5th Class ~~—second six months~~, advancing to Fire Fighter 4th Class, within a period of not less than ~~eighteen calendar weeks and not more than twenty-one~~ **thirty-six calendar weeks and not more than forty** calendar weeks computed from the date upon which the employee was reclassified as a "Fire Fighter 5th Class ~~—second six months~~".

Such Fire Fighter 4th Class advancing to Fire Fighter 3rd Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as a Fire Fighter 4th Class.

Such Fire Fighter 3rd Class advancing to Fire Fighter 2nd Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as a Fire Fighter 3rd Class.

Such Fire Fighter 2nd Class advancing to Fire Fighter 1st Class, within a period of not less than thirty-six calendar weeks and not more than forty calendar weeks computed from the date upon which the employee was reclassified as Fire Fighter 2nd Class.

11.09 (a) Employees shall only be permitted to write "qualification" examinations for classifications designated to be within a Division in which they are permanently assigned **and for which they possess the minimum education and experience**, and such opportunities to "qualify" shall be offered in order of seniority within the Division in which the Administration seeks to promote or to "qualify" for the purposes of acting.

11.10 (a) Promotional exams with a pass mark of 70% shall be provided for the positions of Captain, ~~District Chief, Assistant Fire Prevention Officer, and Assistant Director of Training.~~ Such exams shall be conducted in accordance with Articles 11.04, 11.05, 11.06, 11.07, 11.09, and 11.11 of this agreement.

(b) Promotional exams shall be required for the positions of Chief Fire Prevention Officer, Director of Training, Supervisor of Apparatus ~~and Supervisor of Communications and Information Systems~~, **Assistant Chief Fire Prevention Officer and Assistant Director of Training**. A passing mark shall be 80% in each of the oral, written and practical components. Such exams shall be conducted in accordance with Articles 11.04, 11.06, 11.07, 11.09 and 11.11 of this agreement.

The parties agree the employees who are qualified to act in the positions of Assistant Chief

Fire Prevention Officer and Assistant Director of Training (as of June 19, 2019) shall:

(a) continue to be eligible to act in the positions Chief Fire Prevention Officer and Director of Training;

(b) not be required to requalify for the positions of Assistant Chief Fire Prevention Officer, and Assistant Director of Training; and

(c) be required to successfully pass the promotional exam as is outlined in Article 11.10 (b) to be permanently promoted to the positions of Chief Fire Prevention Officer and Director of Training respectively. [This paragraph will not form part of the collective agreement but is enforceable under the grievance and arbitration procedures within the collective agreement]

6. District Chief classification – Qualification and Promotional Process

Add wording to the Collective Agreement and amend as applicable to provide for the following:

- **Step 1**
 - **Offer to Captains by seniority to take the Senior Officer Development Program until the program is full at a maximum of 12 participants**
 - **The Fire Chief determines the content of the SODP**
 - **Ontario Fire College Courses will be marked by the Ontario Fire Marshall. All other exams will be marked by London Fire Administration and a member of the Training Division**
 - **All mandatory courses and exams within the SODP i.e. Fire Officer III etc. must be completed with a minimum of a 70% pass rate**
 - **For clarity, a minimum of 70% on each individual assessment is required**
 - **Successful completion of Step 1 moves a candidate to Step 2**
- **Step 2**
 - **Candidates who successfully complete Step 1 shall participate in the following assessments set by the Fire Chief:**
 - **Written exam 25% - will be marked by London Fire Administration and a member of the Training Division. A member of the LPFFA executive may attend as an observer.**
 - **Oral presentation 25% - a member of the LPFFA executive and a member of the Training Division may attend as observers**
 - **Interview 25% - a member of the LPFFA executive may attend as an observer**
 - **Practical incident command evaluation 25% - a member of the LPFFA executive and a member of the Training Division may attend as observers**
 - **Fire Administration will conduct and grade these assessments in accordance with the provisions above**
 - **Candidates must achieve a minimum of 70% on each assessment.**

- **Each candidate has up to 3 chances to successfully complete the above assessments. However, it is the first mark on each assessment that will be used for the purposes of assigning the candidate to the appropriate Group in Step 3.**
- **Step 3**
 - **Based on the results from above as expressed as a percentage, successful candidates will be placed in one of two groups**
 - **Group 1 – 85-100%**
 - **Group 2 – 70-84.9%**
 - **Within each group, successful candidates are ranked by seniority eg. #1 is the most senior, #2 is the next senior etc**
 - **A promotional and qualified acting list for the DC classification will be created from the above group or groups and identified by the year in which the list was created. With Group 1 first, followed by Group 2 to a maximum of 12 qualified employees to fill acting and/or permanent positions/assignments**
 - **A permanent vacancy in the DC classification shall be filled by offering to the first person on the earliest list. The earliest chronological list will take precedent, for example the 2022 list precedes any subsequent list.**
- **Effective January 1 2022, the top 16 Captains who are qualified as District Chief shall be paid a 2% premium calculated as a percentage of the 1st class firefighter salary**
- **Add provision to the CA to provide that 12 District Chiefs will be assigned to respond in command vehicles**

7. Article 16 – Bereavement Leave

New Article 16.00(e)

Where a funeral is noted in this Article, it shall be read to include such other events that may be held for the person who has died to commemorate their life for example celebration of life or memorial service.

8. Article 20 – SAFETY

Amend 20.02

(a) On each shift from the Fire Fighting, Training, Apparatus Divisions where an Officer is

absent from duty for any authorized reason, an Officer of the same rank or the most senior Officer or qualified employee, permanently assigned to the Division, below that rank, on duty on each such shift, shall be assigned from the respective group of employees (Fire Fighters, ~~Training, Apparatus,~~ but does not apply to Platoon Training Instructors) to which the absent Officer is normally detailed, to fill the vacancy.

(b) In the absence of the Chief Fire Prevention Officer, the Assistant Chief Fire Prevention Officer or the next senior qualified Fire Prevention Inspector on duty, shall be assigned to fill the vacancy **as outlined below.**

The Assistant Chief Fire Prevention Officer shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(i) The Chief Fire Prevention Officer is absent due to vacation pursuant to Article 6;

or

(ii) The Chief Fire Prevention Officer is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Chief Fire Prevention Officer will receive acting pay commencing on the 6th day following the start of the Chief Fire Prevention Officer's absence.

The next senior qualified Fire Prevention Inspector shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(i) The Assistant Chief Fire Prevention Officer is absent due to vacation pursuant to Article 6;

or

(ii) The Assistant Chief Fire Prevention Officer is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Fire Prevention Inspector on duty will receive acting pay commencing on the 6th day following the start of the Assistant Chief Fire Prevention Officer's absence.

(c) In the absence of the Director of Training, the Assistant Director of Training or the next senior qualified Training Instructor on duty, shall be assigned to fill the vacancy as outlined below.

The Assistant Director of Training shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(i) The Director of Training is absent due to vacation pursuant to Article 6;

or

(ii) The Director of Training is absent for a period of five (5) consecutive working days,

inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Director of Training will receive acting pay commencing on the 6th day following the start of the Director of Training's absence.

The next senior qualified Training Instructor shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(ii) The Assistant Director of Training is absent due to vacation pursuant to Article 6;

or

(ii) The Assistant Director of Training is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Training Instructor on duty will receive acting pay commencing on the 6th day following the start of the Assistant Director of Training's absence.

(d) In the absence of the Supervisor of Apparatus the Assistant Supervisor of Apparatus or the next senior qualified Mechanic on duty, shall be assigned to fill the vacancy as outlined below.

The Assistant Supervisor of Apparatus shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(iii) The Supervisor of Apparatus is absent due to vacation pursuant to Article 6;

or

(ii) The Supervisor of Apparatus is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The Assistant Supervisor of Apparatus will receive acting pay commencing on the 6th day following the start of the Supervisor of Apparatus's absence.

The next senior qualified Mechanic shall receive acting pay pursuant to Article 11.01(a) in the following circumstances:

(iv) The Assistant Supervisor of Apparatus is absent due to vacation pursuant to Article 6;

or

(ii) The Assistant Supervisor of Apparatus is absent for a period of five (5) consecutive working days, inclusive of Statutory Holidays, for any reason other than vacation. The next senior qualified Training Instructor on duty will receive acting pay commencing on the 6th day following the start of the Assistant Supervisor of Apparatus's absence.

(e) In the event that an employee in the Clerical Division is assigned on a temporary basis to an acting assignment for a minimum of one week, the employee will be paid the next higher rate of the assigned position with a minimum rate increase of \$500.00 per annum retroactive to the first day of the assignment.

20.03 Where the Chief of the Department, or his/her designated replacement, determines that a temporary vacancy in the office of Fire Chief, Deputy Fire Chief, Assistant Deputy Fire Chief, or Platoon Chief requires that the duties of that office be assumed, the Chief, or his/her designated replacement, shall assign a qualified officer in the Fire Fighting Division of the Department to assume such duties.

(i) **The annualized salary rate for those appointed to Platoon Chief will be 140% of a 1st class firefighters' rate.**

(ii) The annualized salary rate for those appointed to Acting Deputy Fire Chief will be 142% of a first class fire fighters' rate.

(iii) The Corporation will apprise the Association of the terms and conditions of future appointments made under Article 20.03

9. Article 21 – Grievance and Arbitration

Amend as follows:

~~STEP 3~~ An employee's complaint which is not settled at Step 2 may be submitted by the Grievance Committee in writing to the Board of Control (through the City Manager, or the City Clerk of the Employer) within seven (7) days following delivery of the Director of Human Resources' decision at Step 2 of the Grievance Procedure, or within twelve (12) days following submission of the grievance to the Director of Human Resources, whichever is the later. The Board of Control shall deal with the grievance at its next regular meeting following receipt of the grievance by the City Manager or City Clerk, as aforesaid, and give its decision in writing and cause the same to be delivered to the Association, not later than the fifth day following the said meeting; delivery of the written decision to the Association may be made by delivering same to any member of the Grievance Committee of the Association. At this step, there may be present any of the following who shall be permitted to assist in the submission and presentation of the grievance to the Board of Control, namely the employee, any member(s) of the Grievance Committee of the Association and any Solicitor, agent or spokesman for the Association which may include any representative of the International Association or the Provincial Association with which the Association is affiliated.

~~STEP 4~~ **STEP 3** - Failing settlement of any grievance, under the foregoing procedure, which arises out of the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, the grievance shall be referred to arbitration and the same settled fully and conclusively without stoppage of work. If no written request for arbitration is received within fifteen (15) days after the grievance and delivery of the decision of the ~~Board of Control~~ **Director of Human Resources**, as aforesaid, the grievance shall be deemed to be abandoned.

10. Term and Salary increases as follows:

- Collective Agreement term commencing January 1, 2020 and ending December 31, 2024 with the following salary increases:

January 1, 2020	1%
January 1, 2021	1%
January 1, 2022	1%
January 1, 2023	1.5%
July 1, 2023	1.45%
January 1, 2024	1.5%
July 1, 2024	1.35%

11. Article 11 – CLASSIFICATIONS AND SALARIES

Amend the collective agreement as required to provide for the following:

- Experience pay for all classifications within the bargaining unit at 3% of First Class Firefighter salary (more than 8 years of completed service with the London Fire Department), 6% of First Class Firefighter salary (more than 17 years of completed service with the London Fire Department) and 9% of First Class Firefighter salary (more than 23 years of completed service with the London Fire Department).
- **Effective January 1, 2020**, amend the base salary of Senior Qualified Firefighter and Firefighter Apparatus Operator to reflect 100% of the First Class Firefighter.
- Confirm a transition plan with the LPPFA to remove the classification of Firefighter Apparatus Operator by no later than the end of the term of the new collective agreement and provide for driving responsibilities in the First Class Firefighter classification.

~~11.08 (a) Service Pay~~

~~All employees classified as Public Fire and Life Safety Educator, Public Information Co-ordinator or employed in the Apparatus, Stores and Clerical/Administrative Divisions, with five years' service or more and less than ten years of service shall be paid service pay of \$60.00 annually. These employees with ten years of service or more, and less than fifteen years' service shall be paid service pay of \$120.00 annually; these employees with fifteen years of service or more, and less than twenty years of service shall be paid service pay of \$180.00 annually. These employees with twenty years of service or more, and less than twenty five years of service shall be paid service pay of \$240.00 annually; employees with twenty five years or more and less than thirty years of service shall be paid service pay of \$300.00 annually; employees with thirty years of service or more shall be paid service pay of \$360.00 annually. Employees covered by this article with service for a part of the year shall have entitlement pro-rated. Service~~

~~pay will be paid in a single payment to be made on the last pay date of a year, or at time of separation.~~

~~(b) A Communication Operator qualified by service requirements shall receive \$75.00 annually for every five years of continuous service. Communication Operators hired after Jan. 1/91, shall receive \$60.00 annually for every five years of continuous service.~~

~~A Communication Operator who leaves the employ of the employer shall be entitled to service pay on a pro rata basis for the portion of year served.~~

~~(c) Experience Pay~~

~~(1) A number of fire fighters- All classifications within the bargaining unit are entitled to experience payments which are all calculated as a percentage of the 1st Class Fire Fighter salary rate at the relevant time. This amount shall be divided and paid bi-weekly at the same time as the normal salary payment. For the purposes of calculating overtime, vacation pay, Statutory Holiday pay, pension contributions, maternity and parental leave top up and sick pay, the experience payment shall be added to the salary payment.~~

~~These calculations are as follows:~~

Effective January 1, 2020

3%	\$X
6%	\$X
9%	\$X

Effective January 1, 2021

3%	\$X
6%	\$X
9%	\$X

Effective January 1, 2022

3% \$X

6% \$X

9% \$X

Effective January 1, 2023

3% \$X

6% \$X

9% \$X

Effective January 1, 2024

3% \$X

6% \$X

9% \$X

Effective January 1, 2025

3% \$X

6% \$X

9% \$X

(2) i) ~~Fire-Fighters~~ **Employees** who have completed eight (8) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive an experience payment of **3%**.

ii) In the same fashion, ~~Fire-Fighters~~ **employees** who have completed seventeen (17) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive an experience payment of **6%**.

iii) In the same fashion, ~~Fire-Fighters~~ **employees** who have completed twenty-three (23) years of service with the London Fire Department ~~as a Fire-Fighter in suppression~~ shall be entitled to receive experience payment of **9%**.

~~iv) These payments shall also apply to persons who are classified as Fire-Fighter Apparatus Operators and persons who are classified as Senior Qualified Fire-Fighters.~~

~~v) Any Fire Fighter who, at the completion of eight (8) years of service, has committed to, and is actively participating in the qualification process for promotion under Article 12.07 but has not yet been classified as a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter shall, in addition to the applicable experience pay rate, be also entitled to receive 2% of the 1st Class Fire Fighter's salary rate as if he or she were a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter. The additional 2% shall cease when the Fire Fighter receives 102% when they are reclassified as a Fire Fighter Apparatus Operator or a Senior Qualified Fire Fighter, whichever comes first, or when they are no longer actively in the Department's Company Officer Development Program.~~

~~(3) i) Fire Fighters who have completed eight (8) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 1%.~~

~~ii) In the same fashion, Fire Fighters who have completed seventeen (17) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 4%.~~

~~iii) In the same fashion, Fire Fighters who have completed twenty three (23) years of service with the Department as a Fire Prevention Inspector shall be entitled to receive an experience payment of 7%.~~

~~(4) District Chiefs, Captains, Director of Training, Assistant Director of Training, Chief Fire Prevention Officer, Assistant Chief Fire Prevention Officer and Training Instructors, including Platoon Training Instructors, shall be entitled to an experience payment based upon a percentage of the 1st Class Firefighter salary rate in accordance with the scale set out below:~~

~~More than eight (8) years of completed service: 3%~~

~~More than seventeen (17) years of completed service: 6%~~

~~More than twenty three (23) years of completed service: 9%~~

~~(5) Article 11.08(c) shall not apply to employees classified as Public Fire and Life Safety Educator, Public Information Co-ordinator, or employed in the Stores, Apparatus, Communication and Clerical/Administrative Divisions.~~

12. Article 9 - HOSPITAL, HEALTH, MEDICAL AND GROUP LIFE INSURANCE

9.00 Active Employee Group (formerly titled Class 1 Employees)

(a) The Employer will pay one hundred per cent (100%) of the premium payable for the coverage for each employee, spouse and dependent children (as defined under a family plan of insurance), under the following plans:

...

- ~~Effective May 21, 2017, Dispensing fee cap maximum of \$7.50, effective January 1, 2020 \$10.00~~
- Liberty Health Eye Vision Care Plan - \$300/24 consecutive months (not subject to deductible terms). ~~Effective May 21, 2017 \$400/24 months (not subject to deductible terms).~~ **Effective January 1, 2020 \$500/24 months (not subject to deductible terms).** \$80 every 24 consecutive months for eye exam benefit. **Effective January 1, 2020, \$100 every 24 consecutive months for eye exam benefit.**

...

- Liberty Health Hearing Aid Plan - \$250/24 months **effective January 1, 2020, \$2500/36 months, Liberty Health Hearing Aid with Ear Molds – 100% reimbursement up to a maximum of \$500 per 12 consecutive months.**
- Osteopath, Naturopath, Podiatrist – Per treatment up to \$15, maximum number of treatments 20 per person per calendar year (each practitioner). **Effective January 1, 2020 Osteopath, Naturopath, Podiatrist – Per treatment up to \$20 maximum number of treatments 20 per person per calendar year (each practitioner).**
- ~~Psychological Services – \$120 per hour, maximum 6 hours per benefit year. Effective May 21, 2017– Psychological Services – up to \$120 per hour, maximum of 9 hours per benefit year provided by registered Psychologist or other medical professional as otherwise authorized in the discretion of the Corporation.~~ **Effective January 1, 2020 up to \$3500 per benefit year provided by registered Psychologist or other professional as otherwise authorized in the discretion of the Corporation.**
- ~~Effective June 20, 2017, Chiropractic Care, Physiotherapy, Registered Massage,~~

Speech Pathologist and surgical stockings which must be prescribed by a physician (no more than two pairs per benefit year) shall be covered to a combined maximum total amount for all services allowed of one thousand five hundred (\$1500) per person per benefit year **(effective January 1, 2020 two thousand dollars (\$2000) per benefit year)**.

(b) The Employer will pay 80% of the premium cost and the employee as a condition of employment, shall contribute the remaining 20% by payroll deduction of Liberty Health, Dental Plan and Riders (current ODA schedules as amended from time to time) as set forth hereunder:

....

- Rider No. 3 (orthodontic) with a lifetime maximum benefit of \$4,000.00 **(Effective January 1, 2022, \$5000.00)**.
 - No deductible
 - 50/50 co-insurance

...

- Rider No. 4 (Restorative Services - Fixed Prosthodontics Services in Office and Commercial Laboratory Charges) with a lifetime maximum benefit of \$4,000.00 **(Effective January 1, 2022, \$5000.00)**.
 - No deductible
 - 50/50 co-insurance

Add provision to Article 9 to provide the following:

In the event of a death of a current employee or a retired employee who is 65 years of age or younger and for which the Corporation is providing benefit coverage ("retiree"), the Corporation shall continue to provide benefit coverage for their eligible spouse or eligible dependents for the same benefit plans that the spouse or dependents were enrolled in as dependents at the time of the death of the employee or retiree and on the same terms and conditions. Such coverage will be for a period of six (6) months following the date of death of the employee or retiree.

13. NEW - Health Care Spending Account

New Article 9.07

9.07 Employees who retire on or after January 1, 2020 with a minimum of fifteen (15) years of continuous employment in the London Fire Department immediately prior to retirement and are in receipt of an OMERS unreduced pension in accordance with the terms established by OMERS shall be eligible for a Health Care Spending Account (HCSA).

(i) The HCSA shall be available to reimburse the eligible retired employee only for medical and dental expenses and premiums paid to a private extended health plan and out of country coverage incurred which are deemed as allowable deductible expenses by Canada Revenue Agency. The eligible retired employee may claim eligible medical and dental expenses and premiums paid to a private extended health plan and out of country coverage for an eligible spouse/common-law partner only (to a combined maximum of three thousand dollars per year) against the HCSA. The eligible retired employee must submit original receipts in order to receive reimbursement from the HCSA.

(ii) The HCSA will be available for those eligible retired employees for ten (10) years from the first of the month following the eligible retired employee's sixty-fifth (65th) birthday to the end of the month of the eligible retired employee's seventy-fifth (75th) birthday.

(iii) The annual amount available to eligible retired employees under the HCSA will be three thousand dollars (\$3,000) per year.

(iv) The HCSA amounts, if not used, will not be carried forward (non-cumulative) over into subsequent years. There is no redeemable cash value.

(v) Claims for reimbursement must be made first through the Ontario Health Insurance Plan (OHIP), the Ontario Drug Plan (ODP), or other insurance plans as may be applicable.

(vi) Reimbursement will only be provided for medical and dental expenses and premiums paid to a private extended health plan and out of country coverage to the extent those expenses exceed the coverage available from OHIP, ODP, or other insurance plans as may be applicable.

(vii) Surviving spouse benefit (as per the terms of the HCSA outlined above) to a maximum of twelve months after the death of the retiree or up to the date the retiree would have turned age 75 whichever occurs first.

Association acknowledges and agrees that retirees shall receive and maintain the retiree benefits under the collective agreement under which they have retired. For clarity, they shall not receive any changes to benefits that may occur in subsequent collective agreements negotiated after the collective agreement during which they retired.

15 - LEAVE OF ABSENCE

15.02 (a) The Corporation will grant Pregnancy and Parental Leave in accordance with the provisions of the Employment Standards Act, 2000, S.O. 2000, c.41. Regular full time employees on maternity leave as provided for under this agreement who are in receipt of employment insurance maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit. This benefit will be equivalent to the difference between seventy-five (75%) percent of regular bi-weekly earnings and the sum of bi-weekly employment insurance benefits and any other earnings.

Regular full time employees on a parental leave as provided for under this agreement who are in receipt of employment insurance parental leave benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit for a maximum of 10 (ten) weeks. This benefit will be calculated as the difference between; (i) seventy-five percent (75%) of the employee's regular weekly bi-weekly earnings and the sum of the bi-weekly employment insurance benefits and any other earnings; and (ii) the weekly EI benefit that is payable or would be payable to the employee without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act (i.e. 55% of regular weekly earnings up to the regular maximum weekly EI benefit)

(b) An employee's seniority and vacation credits shall continue to accumulate during such leave.

14. New Article

The Employer will reimburse every employee who is required to maintain a DZ license to a maximum of one hundred and twenty five dollars (\$125.00) to cover the costs of one medical examination to complete a Ministry of Transportation of Ontario medical report at the age-based frequency required by the Ministry of Transportation of Ontario. The employee will be required to produce evidence of payment.

15. Amend Collective Agreement to provide for Platoon Training Instructors to be classified under the Training Division.

16. Trial period - Fire Prevention Inspectors – 10 hour work days on a 4 day work week schedule. Work day 8 a.m. to 6 p.m. Two schedules – Monday to Thursday and Tuesday to Friday. Chief Fire Prevention Officer and Assistant Chief Fire Prevention Officer will be assigned as directed by Fire Chief or designate. A two year trial period commencing **no later than** January, 2021 to December 2023.

17. Any other changes, amendments, deletions or additions to the collective agreement in order to give effect to the proposals outlined above.

18. LETTERS OF UNDERSTANDING

Renew all letters of Understanding with the following amendments/deletions:

- Implementation and Operation – London Fire Department Specialized Teams: amend the number of Backup Communicators from 3 members to 1 to 2 certified members
- Co-Op Student(s) – Fire Prevention Division and Communications Division: amend paragraph 7 (A) as follows:
 - o Student(s) participating in the Fire Prevention Co-Op Program will not be permitted to enter a fire scene without the express consent and supervision of the **Deputy Fire Chief, Fire Prevention**. Further if the fire fighting crews are “on-scene”, the Fire Prevention co-op student(s) will not be permitted to enter the building ~~without the express consent and knowledge of the Incident Commander~~.
- Re: Call-in Policy – Special Team Addendum – put this LOU into the Call In Policy
- Delete LOU – Attendance at the Canadian Emergency Preparedness College (CEPC)
- Trial Vacation Policy - add public educators to the policy - rename “Vacation Policy” and meet with the Association regarding policy during the term of the new collective agreement

1. Housekeeping

- correct spelling errors, delete past effective dates and typos as applicable.
- replace all he/she/his/her/him pronouns to “they/their”
- update titles – Director of Human Resources – Chief Human Resources Officer
- change squad to platoon throughout the collective agreement

The parties agree effective Jun 1, 2020 to adjust the rate of the Platoon Training Instructor from

115% to 117%

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NOTICES:

1. Article 4 – HOURS OF WORK

Notice that, in accordance with Article 4.00(b)(ii) only communication operators who are recalled to duty while on vacation, will receive 2 times their hourly rate for their first shift worked and the balance of shifts occurring during the vacation leave shall be at the applicable overtime rate and such an employee will be deemed to have observed such vacation

- (b) Persons employed as Communication Operators shall work a twelve (12) hour shift for an annual average of forty-two (42) hours per week.

..

An employee recalled for duty when on annual vacation leave shall receive 2 times the hourly rate for the first shift worked and the balance of the shifts occurring during the annual leave shall be at the applicable overtime rate, and such an employee will be deemed to have observed such vacation.

2. Article 24.00 – RECALL TO DUTY AND OVERTIME

Notice that, in accordance with Article 24.00 (b)(i) and (ii) – such overtime banks shall not exceed 40 hours.

...

(i) Employees in the Fire Prevention Division, Apparatus Division, Training Division, Stores Division, and Clerical Administrative Division shall have the option of receiving payment for overtime at the rate of one and one-half times their regular rate of pay based on 2080 hours per annum, or in time off duty at the rate of one and one-half times the time worked. Such banks of overtime shall not exceed forty (40) hours at any given time. Where such occurs, the Chief or his designate may require the member to take time off work, or at the Chief's discretion, the employee may be paid, at the appropriate overtime rate, for the extra hours.

(ii) Employees in the Communications Division shall have the option of receiving payment for overtime at the rate of one and one-half times their regular rate of pay based on 2184 hours per annum, or in time off duty at the rate of one and one-half times the time worked. Such banks of overtime shall not exceed forty-eight (48) hours at any given time. Where such occurs, the Chief or his designate may require the member to take time off work, or at the Chief's discretion, the employee may be paid, at the appropriate overtime rate, for the extra hours.

In both situations described in 24.00(b)(i) and 24.00(b)(ii), employees exceeding the maximum hours bankable shall be required to take a minimum of one (1) complete shift off within the next pay period they are scheduled to work.

Members who choose to bank their overtime for time off purposes shall dispose of these credits by making application to the Chief, or his designate. Such application shall be considered by

the Chief in the context of staffing requirements necessary for the efficient and effective operation of the service.

In all cases where an employee is subsequently paid for banked overtime, payment shall be at the rate or salary the employee earned at the time the overtime was banked.

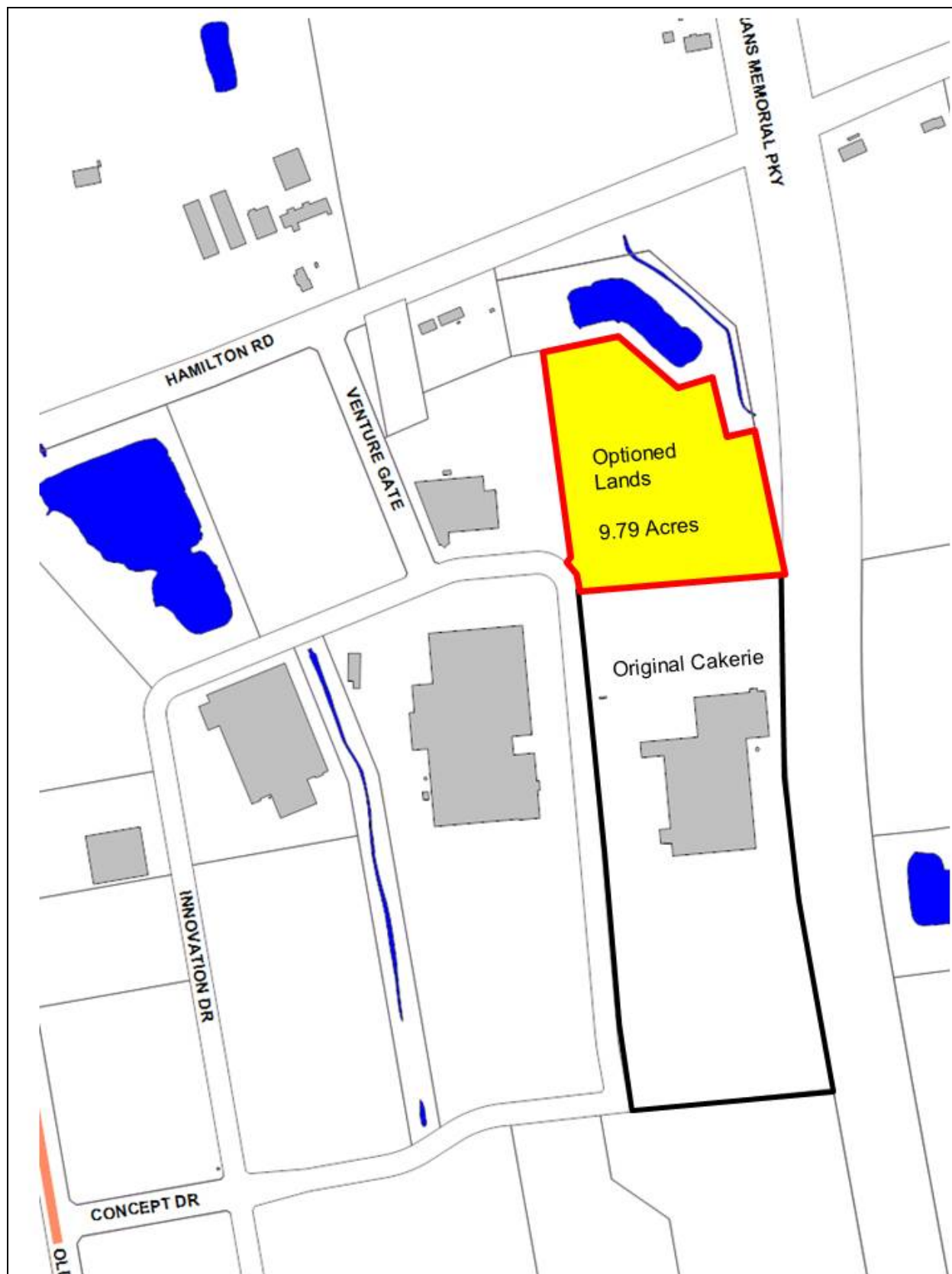
3. Article 20.05 "All persons to have an annual medical by a physician of their choice and subsequently forward a wellness certificate completed by the examining physician to the medical section of the employer. It is the intent of the parties that the medical shall be the annual medical permitted by the Provincial Health Plan. The Corporation to implement Article 20.05 at a time during the term of the new collective agreement.

SCHEDULE "A"

**2499771 ONTARIO CORPORATION
PART OF LOT 3, PLAN 33M-239, EXCEPT
PART 1, PLAN 33R-9640 SWIFTSURE COURT
TRAFALGAR INDUSTRIAL PARK, PHASE III**



LOCATION MAP



Strategic Priorities and Policy Committee

Report

16th Meeting of the Strategic Priorities and Policy Committee
July 29, 2019

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, S. Hillier
ABSENT: M. Salih, P. Van Meerbergen, A. Kayabaga
ALSO PRESENT: M. Hayward, A. L. Barbon, B. Card, B. Coxhead, S. Datars Bere, M. Johnson, S. King, G. Kotsifas, L. Livingstone, P. McKague, K. Murray, B. O'Hagan, M. Ribera, C. Saunders, K. Scherr, M. Schulthess, S. Stafford and B. Westlake-Power

The meeting is called to order at 4:02 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 Review of City Services for Potential Reductions and Eliminations

That the following actions be taken with respect to the review of City of London services for potential reductions and eliminations:

- a) the staff report dated July 29, 2019 detailing the cost savings and avoidance initiatives ongoing and recently undertaken by the City of London BE RECEIVED for information; and
- b) the following specific areas BE CONSIDERED for further review for potential service reductions and eliminations:
 - i) the Downtown and Industrial CIPs, with consideration for a reduced level of subsidy;
 - ii) Information Technology, with a report back with a summary of past initiatives and potential future review tools;
 - iii) opportunities for a phased-in Tourism London funding reduction from the municipal levy, in light of new funding transferred to Tourism London from the Municipal Accommodation Tax; and
 - iv) a review of reserve funds with uncommitted balances, (excluding capital asset renewal/replacement funds, and capital asset growth funds) for an analysis of funding contributions to those funds where the annual contributions from the tax levy may be scaled back;

it being noted that the Strategic Priorities and Policy Committee received a communication dated July 25, 2019 and a verbal delegation from C. Butler, and a communication dated July 25, 2019 from W. H. Brock with respect to this matter.

Voting Record:

Moved by: M. van Holst

Seconded by: P. Squire

That the delegation request from C. Butler BE APPROVED to be heard at this time.

Yeas: (9): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, and S. Hillier

Nays: (3): Mayor E. Holder, S. Turner, and E. Pelosa

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (9 to 3)

Moved by: P. Squire

Seconded by: S. Lewis

That the following BE ADDED to the service review list for consideration:

Information Technology, with a report back summary and potential future review tools

Yeas: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, A. Hopkins, and S. Hillier

Nays: (4): J. Helmer, M. Cassidy, S. Turner, and E. Pelosa

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (8 to 4)

Moved by: M. van Holst

Seconded by: S. Lehman

That the following BE ADDED to the service review list for consideration:

Rescinding the Tree Protection By-law, with report back on possible cost savings that may result from the repeal of the By-law.

Yeas: (4): Mayor E. Holder, M. van Holst, P. Squire, and S. Lehman

Nays: (8): S. Lewis, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelosa, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Failed (4 to 8)

Moved by: S. Turner

Seconded by: P. Squire

That the following BE ADDED to the service review list for consideration:

Opportunities for a phased-in Tourism London funding reduction from the municipal levy, in light of new funding transferred to Tourism London from the Municipal Accommodation Tax.

Yeas: (8): M. van Holst, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelosa, and S. Hillier

Nays: (4): Mayor E. Holder, S. Lewis, J. Helmer, and S. Lehman

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (8 to 4)

Moved by: J. Morgan
Seconded by: J. Helmer

That the following BE ADDED to the service review list for consideration:

A review of reserve funds with uncommitted balances, (excluding capital asset renewal/replacement funds, and capital asset growth funds) for an analysis of funding contributions to those funds where the annual contributions from the tax levy may be scaled back.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

Moved by: M. Cassidy
Seconded by: Mayor E. Holder

Motion that Part a) of the clause BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

Motion that Part b) i) of the clause BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

Motion that Part b) ii) of the clause BE APPROVED.

Yeas: (7): M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, A. Hopkins, and S. Hillier

Nays: (5): Mayor E. Holder, J. Helmer, M. Cassidy, S. Turner, and E. Pelozza

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (7 to 5)

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

Motion that Part b) iii) of the clause BE APPROVED.

Yeas: (8): M. van Holst, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Nays: (4): Mayor E. Holder, S. Lewis, J. Helmer, and S. Lehman

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (8 to 4)

Moved by: E. Pelozza
Seconded by: S. Hillier

Motion that Part b) iv) of the clause BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

Motion that the balance of the clause BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

4.2 Resignation from Councillor S. Hillier from the London Convention Centre Board of Directors

Moved by: S. Hillier
Seconded by: S. Turner

That the following actions be taken with respect to the London Convention Centre Board:

a) the resignation of Councillor S. Hillier, dated July 22, 2019, BE ACCEPTED; and

b) Councillor S. Lehman BE APPOINTED to the above-noted Board for the term ending November 15, 2022, in accordance with the attached ballot summary.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

Voting Record:

Moved by: S. Turner
Seconded by: S. Lewis

That Stephen Turner and Steve Lehman, BE CONSIDERED for appointment to the London Convention Centre Board.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (4): M. Salih, M. Cassidy, P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 0)

4.3 Confirmation of Appointments to the Old East Village Business Improvement Area

Moved by: J. Helmer

Seconded by: E. Pelozza

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

Maria Drangova, Board Chair
Ken Keane, Board Treasurer
Henry Eastabrook, BIA Director
Rob Campbell, BIA Director
Heather Blackwell, BIA Director
Grant Maltman, BIA Director
Ellie Cook, BIA Director
Liliana Sanchez, BIA Director
John Parlow, BIA Director
Jamie Sinden, BIA Director

it being noted that the Strategic Priorities and Policy Committee received a revised communication dated June 18, 2019 from J. Pastorius, General Manager, Old East Village Business Improvement Area, with respect to the above appointments.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (4): M. Salih, M. Cassidy, P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 0)

5. Deferred Matters/Additional Business

5.1 Middlesex-London Food Policy Council (Requires 1 Council Member)

Moved by: S. Lewis

Seconded by: S. Hillier

That the matter of an appointment to the Middlesex London Food Policy Council BE REFERRED to a future meeting of the SPPC.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and S. Hillier

Absent: (4): M. Salih, M. Cassidy, P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 0)

6. Confidential (Enclosed for Members only.)

6.1 Confidential Trade Secret or Scientific, Technical, Commercial or Financial Information Belonging to the City / Labour Relations / Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

Moved by: S. Hillier
Seconded by: E. Pelosa

That the Strategic Priorities and Policy Committee convene in Closed Session for the purpose of considering a matter pertaining to 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; a matter pertaining to an identifiable individual; employment-related matters; 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.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelosa, and S. Hillier

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

The Strategic Priorities and Policy Committee convened In Closed Session from 7:44 PM to 10:44 PM.

7. Adjournment

The meeting adjourned at 10:45 PM.

London Convention Centre Board

	VANHOLST	LEWIS	HELMER	SQUIRE	MORGAN	LEHMAN	HOPKINS	TURNER	PELOZA	HILLIER	HOLDER
LEHMAN	1	1		1	1	1				1	1
TURNER			1				1	1	1		

7
4

Elected: LEHMAN

2019-08-09

Re: Amendment to the Cultural Heritage Guidelines of the London Plan
City File O-8965 - Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London

Dear Member of City Council,

I am writing in support of having a Heritage Study in North Talbot Neighbourhood (*boundaries as defined below) for the purpose of having it proposed for Heritage District Designation.

This area is steeped with the history of early business and military leaders as well as some sports league founders, having built businesses and made their homes here.

Also interesting to acknowledge is that some of these neighbourhood heritage homes currently provide affordable housing apts which are reported by the City of London Housing Committees in the London Free Press to be *highly* needed by our citizens.

It would be most respectful and prudent to retain the many structures and properties that boast having wonderful architecture and/or are distinguished as the site of significant events or ownership. The research that I and others of our local heritage group have completed shows that there many fine examples of these in the North Talbot Neighbourhood.

I would like to see the City of London embrace these structures and sites as many other cities in Canada and the U.S. have. Whenever I am traveling I never miss an opportunity to visit or tour the Historical Homes and sites there. These Heritage Tours and noted landmarks are a source of employment and enrich the experience of people visiting those cities. Would it not be advantageous to our City to know that visitors would share their pictures and the history of the North Talbot Neighbourhood with others (as we all do when we have travelled) thereby encouraging others to visit London?

Respectfully,

Heather D. Chapman
3-152 Albert St.
London, On

*To specify the boundaries of North Talbot Community: The streets West of Richmond St. to the River, and bordered by Oxford St. to the North and Kent St. to the South.

Date: August 13, 2019 at 11:33:07 AM PDT

To: Councillor Maureen Cassidy <mcassidy@london.ca>, Councillor Shawn Lewis <slewis@london.ca>, Councillor Mo Salih <msalih@london.ca>, "Councillor Elizabeth Pelosa" <epeloza@london.ca>, Councillor Steve Hillier <shillier@london.ca>, Mayor Ed Holder <mayor@london.ca>, <cpsc@london.ca>

Subject: London's Film and Multi-Media Industry Update

9th Meeting of the Community and Protective Services Committee

August 13, 2019 at 4:00 PM COUNCIL CHAMBERS

Councillors: M. Cassidy, Chair, S. Lewis, M. Salih, E. Pelosa, S. Hillier and Mayor Hold

It was with great interest and excitement that I read the report coming before you today "London's Film and Multi-Media Industry Update". While the report is pretty thorough, the timeline seems too long to me and, in my opinion, there should be several actionable items coming out of that report today to present to Council.

As a sponsor of the Forest City Film Festival for the second year, I think London is more than ready to encourage some aspects of the film industry to locate here in London. I have three items that I think should be actionable right away.

- 1) The Film Festival is growing each year and showcasing the vast talent linked to London and Southwestern Ontario. The City, perhaps via Tourism London, should be a major sponsor of this yearly premiere event.
- 2) London, through Economic Development, should hire a Film Coordinator/Commissioner to coordinate all of the many activities involved in bringing filmmakers to London.
- 3) We need an inventory/catalogue of locations, talent, skilled trades and resources etc. as the major tool for the new Film Coordinator/Commissioner

to use to pitch London as a desirable place to come to work. We have so many obvious assets but cannot properly market them at the moment.

Since leaving Council, as a parent, I have been involved in the TV/Film industry in Los Angeles with my son, Connor. We have been to many “locations” and London could be very competitive with a few changes and a relatively minor investment. Other small and medium Canadian cities are benefitting from their foresight to get involved the Film Industry in a proactive way. Now, it’s time for London to do the same.

Thanks for your time.

Nancy Branscombe
191 Cheapside Street
London, Ontario
N6A 1Z9

August 19, 2019

RE: Community & Protective Services Report - Agenda Item 2.10 (RFP 19-14 Animal Services)

Dear Mayor and Council Members:

We are very concerned that the Community and Protective Services (CAPS) Committee approved a bid for a contract that includes both animal services (by-law enforcement and pound services) AND the operation of the city-owned cat adoption centre known as the *Catty Shack*.

We did not raise this issue earlier as we were unaware that there was a change of direction and the services were being bundled until we saw it on the CAPS agenda. The process through which the operation of the *Catty Shack* was combined with animal services lacked transparency. No notice was given to local animal rescue groups or the City of London's Animal Welfare Advisory Committee.

We believe these services were bundled without adequate input, review, or consideration of the ramifications of this decision. The reasons offered by staff at the CAPS meeting for bundling the services were (a) cost savings, and (b) potential increase in adoptions. How were these conclusions reached? There is no report. The contract to operate *Catty Shack* was not put out for bid, so there are no comparisons either for cost or strategies to increase adoptions.

We request that you separate the two items, and re-tender the portion of the contract that covers operation of the *Catty Shack*. Please consider the following reasons:

- 1) The *Catty Shack* is an essential part of a policy adopted by city council back in 2011, when Jay Stanford managed animal services. That policy shifted animal services from a one service for-profit provider model to a multi-service provider model that includes charitable organizations, or, as Jay said, from animal control to animal welfare. This decision by council was made after significant input from the public and animal rescue groups, as well as research by city staff.
- 2) The concept behind the *Catty Shack* was to have a city owned adoption centre which would partner with the cat rescue groups in London. A "key finding" in a report submitted to council by Jay Stanford on October 24, 2011 stated:

“Collaborations and relationships with the local government, the humane society, animal rescue groups, veterinarians and other community partners is vital to high performing animal services programs. Calgary represents an excellent model in this regard.” (p.5)

- 3) If this bundled contract is accepted, London will regress back to an outdated one service provider model, and a community partnership that took many years to develop will be abolished. The opportunity to leverage their network of volunteers and foster homes will be lost. Animal rescue groups in London are, generally, charitable organizations that are uninterested and/or unable to take on full responsibility for by-law enforcement and pound services. However, operation of an adoption centre fits well within their mission.
- 4) Re-tendering the portion of the contract that covers the *Catty Shack* would not affect the contract for by-law enforcement and pound services. The bid for *Catty Shack* was a completely separate item. Bidders were instructed to bid on either animal services only, or animal services plus the *Catty Shack*. There was no opportunity to bid on *Catty Shack* only.
- 5) Correcting this error now will keep London on a forward thinking approach toward animal welfare and community partnership. If a change in direction is to be made, it should be a decision made by city council. It should not be an unintended consequence of a flawed tender.

Marie Blosch
43 Mayfair Dr.
London

Dianne Fortney
28 Argyle St.
London

Tricia Lystar
1021 Fogerty St.
London

Planning and Environment Committee

Report

The 14th Meeting of the Planning and Environment Committee
August 12, 2019

PRESENT: Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, S. Turner
ABSENT: P. Squire, Mayor E. Holder
ALSO PRESENT: I. Abushehada, G. Barrett, G. Dales, L. Davies Snyder, L. Dent,
M. Feldberg, J.M. Fleming, G. Kotsifas, C. Lowery, H. Lysynski,
B. O'Hagan, C. Saunders, S. Spring, M. Tomazincic and S. Wise

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: S. Turner

That Items 2.1 to 2.7, inclusive, BE APPROVED.

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

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

Motion Passed (4 to 0)

2.1 8th Report of the Environmental and Ecological Planning Advisory Committee

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

That, the following actions be taken with respect to the 8th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on August 8, 2019:

a) the following actions be taken with respect to the 7th Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on June 20, 2019:

i) the Report of the Environmental and Ecological Planning Advisory Committee from its meeting held on June 20, 2019 BE RECEIVED; and,
ii) the Animal Welfare Advisory Committee BE REQUESTED to review the most recent Draft "You, Your Dog and Environmentally Significant Areas" brochure and provide feedback to the Environmental and Ecological Planning Advisory Committee; and,
iii) the Animal Welfare Advisory Committee BE REQUESTED to provide an update to the Environmental and Ecological Planning Advisory Committee on the status of the distribution of the "Is Your Cat Safe Outdoors?" brochure; and,

b) clauses 1.1 and 1.2, 3.2 to 3.5 inclusive, 5.1 and 5.2, BE RECEIVED for information.

Motion Passed

2.2 7th Report of the Trees and Forests Advisory Committee

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

That, the following actions be taken with respect to the 7th Report of the Trees and Forests Advisory Committee, from its meeting held on July 24, 2019:

- a) the following action be taken with respect to the 2019 Work Plan:
 - i) the Civic Administration BE INVITED to the next meeting of the Trees and Forests Advisory Committee (TFAC), with respect to an update on the progress of the Urban Forest Strategy; it being noted that TFAC held a general discussion with respect to the 2019 Work Plan; and,
- b) clauses 1.1, 3.1 and 5.1 BE RECEIVED for information.

Motion Passed

2.3 Hyde Park Community Regeneration Investigation

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

That, on the recommendation of the Managing Director, Planning and City Planner, the staff report dated August 12, 2019 entitled "Hyde Park Community Regeneration Investigation" BE RECEIVED for information; it being noted that a Community Improvement Plan is not justified or necessary to achieve the goals identified in the community, and that City Planning staff will continue to work with the Hyde Park Business Improvement Area (BIA) and community stakeholders and groups, to provide support and education regarding the planning process and the framework for community regeneration and development. (2019-D09)

Motion Passed

2.4 Including Green Roof Area in Landscaped Open Space Requirements

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

That, on the recommendation of the Managing Director, City Planning and City Planner, the following actions be taken with respect to green roofs:

- a) the staff report dated August 12, 2019 entitled "Including Green Roof Area in Landscaped Open Space Requirements" BE RECEIVED for information; and,
- b) this item BE REMOVED from the deferred matters list of the Planning and Environment Committee. (2019-D09)

Motion Passed

2.5 Application - 1603 Hamilton Road - Victoria on the River Subdivision
Phase 5 - Special Provisions (39T-09502)

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

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 Lot 9, Concession 1 and Part of Block 61, Plan 33M-688, situated on the north side of Commissioners Road East, west of Hamilton Road, municipally known as 1603 Hamilton 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 Victoria on the River Subdivision, Phase 5 (39T-09502) appended to the staff report dated August 12, 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 August 12, 2019 as Appendix "B"; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2019-D09)

Motion Passed

2.6 Application - 800 Sunningdale Road West - Sunningdale West Subdivision
Phase 2 - Special Provisions (39T-05508)

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

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 Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited, for the subdivision of land over Part of Lot 16. Registrar's Compiled Plan No. 1028, situated on the south side of Sunningdale Road West, east of Wonderland Road North, municipally known as 800 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf & Country Club Ltd. / Corlon Properties Limited, for the Sunningdale West Subdivision, Phase 2 (39T-05508) appended to the staff report dated August 12, 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 August 12, 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 August 12, 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 fulfill its conditions. (2019-D09)

Motion Passed

2.7 Building Division Monthly Report for June 2019

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

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

Motion Passed

3. Scheduled Items

3.1 Lot 66, 1738 Hamilton Road

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

That, the following actions be taken with respect to the property located at Lot 66, 1738 Hamilton Road:

a) on the recommendation of the City Clerk, the report dated August 12, 2019 and entitled "Request for Council Resolution, under section 45(1.4) of the *Planning Act, 1990* – Lot 66, 1738 Hamilton Road" BE RECEIVED for information; and,

b) the Managing Director, Development Services and Compliance and Chief Building Official BE AUTHORIZED to accept a Minor Variance application by P. Derakhshan, Thames Village Joint Venture, for the property located at Lot 66, 1738 Hamilton Road;

it being noted that the Planning and Environment Committee heard a verbal delegation from P. Derakhshan, Planner, Thames Village Joint Venture, with respect to this matter. (2019-D09)

Yeas: (3): A. Hopkins, J. Helmer, and M. Cassidy

Nays: (1): S. Turner

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

Motion Passed (3 to 1)

3.2 Public Participation Meeting - Application - 79 Meg Drive (Z-9036)

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

That, on the recommendation of the Director, Development Services, based on the application by Almehdi Almontathar Union, relating to a portion of the property located at 79 Meg Drive, the proposed by-law appended to the staff report dated August 12, 2019 BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 Light Industrial (LI6/LI7) Zone TO a Light Industrial Special Provision (LI3/LI6/LI7(15)) 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 recommended amendment is consistent with the Provincial Policy Statement, 2014;
- the recommended amendment is in conformity with the policies of the Southwest Area Secondary Plan (SWAP);
- the recommended amendment is in conformity with the in-force policies of The London Plan; and,
- the recommended amendment is in conformity with the policies of the 1989 Official Plan. (2019-D09)

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

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

Motion Passed (4 to 0)

Additional Votes:

Moved by: M. Cassidy

Seconded by: J. Helmer

Motion to open the public participation meeting.

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

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

Motion Passed (4 to 0)

Moved by: S. Turner

Seconded by: J. Helmer

Motion to close the public participation meeting.

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

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

Motion Passed (4 to 0)

3.3 Public Participation Meeting - Application - Draft Plan of Vacant Land Condominium - 6990 Clayton Walk (39CD-19511)

Moved by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2219008 Ontario Ltd. (York Developments), relating to the property located at 6990 Clayton Walk:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 6990 Clayton Walk; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 6990 Clayton Walk;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2019-D07/D09)

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

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

Motion Passed (4 to 0)

Additional Votes:

Moved by: M. Cassidy

Seconded by: J. Helmer

Motion to open the public participation meeting.

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

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

Motion Passed (4 to 0)

Moved by: J. Helmer

Seconded by: S. Turner

Motion to close the public participation meeting.

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

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

Motion Passed (4 to 0)

3.4 Public Participation Meeting - Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Managing Director, Planning and City Planner, with advice of the Heritage Planner, the following actions be taken with respect to the application of The Corporation of the City of London to update and replace the "Heritage Places" guideline document which applies citywide:

- a) the "Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London" guideline document, appended to the staff report dated August 12, 2019 as Appendix "A", BE ADOPTED at the Municipal Council meeting to be held on August 27, 2019 by resolution of Municipal Council in conformity with Policy 1713 of The London Plan; and,
- b) the proposed by-law appended to the staff report dated August 12, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019 to amend Policy 1721_4 of The London Plan to delete "Heritage Places: A Description of Potential Heritage Conservation Areas in the City of London" and replace it with "Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London";

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-R01)

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

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

Motion Passed (4 to 0)

Additional Votes:

Moved by: M. Cassidy

Seconded by: J. Helmer

Motion to open the public participation meeting.

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

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

Motion Passed (4 to 0)

Moved by: S. Turner

Seconded by: J. Helmer

Motion to close the public participation meeting.

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

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

Motion Passed (4 to 0)

3.5 Public Participation Meeting - Application - Southern Portion of 3086 Tillman Road (Z-8926)

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Westfield Village Estates Inc., relating to the property located at the southern portion of 3086 Tillmann Road:

a) the proposed attached, revised, by-law BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 R4 Special Provision (h-56*h-84*R4-6(6)) Zone and an Urban Reserve (UR1) Zone TO a Residential R1 (R1-3)Zone; and,

b) pursuant to Section 34(17) of the *Planning Act*, no further notice BE GIVEN as the proposed amendment is minor in nature;

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 proposed development is consistent with the Provincial Policy Statement, 2014 because it promotes infill and the efficient use of land;
- the proposed development conforms with the in-force policies of The London Plan, including but not limited to permitted single detached dwelling use within the Neighbourhood Place Type;
- the proposed development conforms with the in-force policies of the (1989) Official Plan, including but not limited to, the permitted use of single detached dwellings in the Low Density Residential designation; and,
- the eleven (11) single detached dwelling lots can be accommodated on the subject site by way of the recommended zoning and holding provision removal. (2019-D09)

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

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

Motion Passed (4 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: M. Cassidy

Motion to open the public participation meeting.

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

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

Motion Passed (4 to 0)

Moved by: M. Cassidy

Seconded by: S. Turner

Motion to close the public participation meeting.

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

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

Motion Passed (4 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Minor Variances Submitted Under Section 45.1.4) of the Planning Act

Moved by: A. Hopkins

Seconded by: M. Cassidy

That the Civic Administration BE DIRECTED to report back with potential process options in response to applications for minor variances submitted under section 45.1.4) of the *Planning Act*.

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

Motion Passed (4 to 0)

6. Adjournment

The meeting adjourned at 5:37 PM

PUBLIC PARTICIPATION MEETING COMMENTS

3.2 PUBLIC PARTICIPATION MEETING – Application – 79 Meg Drive (Z-9036)

- Hannah Shirliff, Planner, Monteith Brown Planning Consultants, on behalf of Almehdi Almontathar Union – expressing appreciation to staff for the opportunity to review the report in advance of today’s meeting; advising that they are in agreement with the recommendation.

PUBLIC PARTICIPATION MEETING COMMENTS

3.4 PUBLIC PARTICIPATION MEETING – Application – Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London

- *(Councillor S. Turner doing the math, it would be about twenty-five years since the last Heritage Places was put forward and there is now a list of fourteen; thinking that the life of this document may be twenty-five years and the assessment of a candidate potential Heritage Conservation District and the work associated with that, it has typically been in the two to three year range he thinks; wondering if this list outspan the life of this document or do you see it as something that would continue on to a successor document in the future.); Ms. L. Dent, Heritage Planner, responding that she understands that the document is a living document and it is projecting far into the future; requesting clarification of the Councillor's question; (Councillor S. Turner indicating that looking at fourteen areas, at two years roughly, optimistically, to assess each one, it is about twenty-eight years' worth of work and the past document is about twenty-five years old; wondering if that is why fourteen was chosen as a number, because it represents the amount of work over what you might anticipate to be the life of this work or do you see this as something that carries over into future revisions of the document, and it keeps growing and being reassessed; believing Ms. L. Dent, Heritage Planner, said 'living document' in her response there.); Ms. L. Dent, Heritage Planner, responding that the identification of fourteen areas was not guided by any length of time in terms of two years or twenty-five years into the future, to assess these areas and to create any potential Heritage Conservation District plans; Mr. J.M. Fleming, Managing Director, Planning and City Planner, advising that the real purpose of this document is to give neighbourhoods a sense of the order that they can expect their own neighborhood to be studied and potentially designated as a Heritage Conservation District; noting that is the primary purpose, and it also allows them to plan out their work based on the resources they have, the budget, as you know that we have established through Council for Heritage Conservation Districts, while they are not necessarily looking at the full length of time in a focused way as has been asked, he thinks they are looking at what is reasonable in terms of seeking out Heritage Conservation Districts and really trying to align the public expectation with what is possible with their resources; (Councillor S. Turner following up to that though, as an estimate of about a couple years to do a Heritage Conservation District study, which he thinks is in my experience of watching it, is that an appropriate amount and if you were to apply that to this list, would that give you some sort of anticipation of when that might pop up in terms of a time line; giving his neighborhood as an example, being located as number seven, Old South number two, would be about fourteen years from now or is there any expectation that there would be concurrence of studies going on, or simultaneousness of those studies or are they going to be sequenced one after another.); Mr. G. Barrett, Manger, Long Range Planning and Sustainability, responding yes and no; yes, if you are using our current resources and our ability to do the studies, you are right, it is usually two years; you do one year normally, as you know, they go to the neighbourhood, there is a discussion, you refine the boundaries, you determine what the objectives of that area would be, and then the second year you actually prepare the plan; generally it is a two year process, but again it would be based on our staff availability and whether or not we have the staff to ramp that program up or whether or not we have staff who are working on other things that might actually slow that process down, but it certainly, as Mr. J.M. Fleming, Managing Director, Planning and City Planner, said, it is to give an indication as to the priority for looking at these areas as opposed to a priority of their heritage value, and then secondly it is to give some sense as to how long it would be down the road; yes, using two years as a rule of thumb it would be fourteen years before we got to that neighbourhood.*

- (Councillor A. Hopkins following up on Councillor S. Turner's questions; having a better understanding on how we came up with these fourteen areas, and wondering if the whole city was looked at; and then, if, in a few years' time there may be an area that is not on this list, can that area come forward for evaluation.); Ms. L. Dent, Heritage Planner, directing this question to the Consultants; Chris Uchiyama of Letourneau Heritage Consulting, and she was involved in the study; advising that they started with a list of approximately fifty neighbourhoods to study, and through our consultation with the heritage community and with specific individuals who had a lot of knowledge on local history, that number actually at one point grew to almost seventy areas, and then we sort of narrowed it down using a number of different criteria; indicating that the ability to potentially meet those criteria for evaluation, potential for change in the area, the community readiness, a number of external factors were looked at, and then we narrowed it down to fourteen as a manageable number with the idea always being that it is a forward-looking, living document; periodically, just as this review happened, it would have to be reviewed again and potentially a neighbourhood may come forward nominating an area as a Heritage Conservation District, and chances are we did look at it, it just may not have met enough of those criteria for us to prioritize it up near the top of the list; (Councillor A. Hopkins following up on her comments, going back to staff, will this be reviewed every so many years or is that still to be determined.); Ms. L. Dent, Heritage Planner, responding that the document did not stipulate that this would be reviewed at any time in the future, any periodic time, but certainly that would be something that could be considered and would be something that Municipal Council could ask staff to review; (Councillor A. Hopkins enquiring about how these fourteen that have been identified for evaluation, how do they come forward to be designated, what is the process, is it the same or how do we move forward with the designation if there is a request.); Mr. G. Barrett, Manager, Long Range Planning and Sustainability, responding that there are two processes; the actual process for designation under the *Ontario Heritage Act* which we would follow, and there is a set of criteria that are used in the evaluation to determine its level of significance and whether or not it meets those criteria; advising that before you get to that stage, he believes is what Councillor A. Hopkins is asking, as Mr. J.M. Fleming, Managing Director, Planning and City Planner, indicated, they have a work program that covers Heritage Conservation Districts; advising that there are two now in the pipe from the previous work that has been done, both of those, the Great Talbot and then the Gibbons one when the Talbot neighbourhood was broken into the two, those two are in the pipe and then if this is the document that they will be following, then the next one that we would be working on after that would be North Talbot and then we would just go down the list; turning to page 152 in your Agenda, just to build on some of the comments that were provided by the Consultant; in undertaking this evaluation, it was a values based assessment, so these are the values that were looked at to determine their priority; certainly, things like the community readiness to actually undertake this very often, as the Committee will recall, their priorities have been driven by neighbourhoods coming forward and identifying, and Council has said 'yes there is a neighbourhood desire' and that moved communities up the list; very often those are driven by other external forces, for example, if it is a neighborhood that's seen a large amount of change in the community, all of these criteria are there and so that would provide Council the opportunity to revisit the list and revisit the priorities; based on the values and based on the assessment that was undertaken, this is the list that would establish those priorities now for you, and they would just fall into our work plan.
- (Councillor M. Cassidy indicating that there are a couple of areas on this list that are going through other processes right now, so the East Village and Lambeth with she believes a Secondary Plan in one and the Community Improvement Plan process going through; will there be any sort of, not necessarily crossover, but how will these work together, if at all.); Mr. G. Barrett, Manger, Long Range Planning and Sustainability, responding that they work together but they all work together for different purposes; they are all around community building and ensuring the communities are strong; through community improvement plans, those kinds of

things, those are plans that deal with improvements that can be undertaken municipally or through the community in order to bring improvement to the community based on what values were established in that particular Community Improvement Plan; through a Heritage Conservation District study in the Heritage Conservation District plan, the focus is on those requirements under the *Ontario Heritage Act* and describes those attributes that will be determined to be important in the community, and then the plan for preserving those attributes and how you would deal with change from a heritage perspective using that Plan as your lens.

- Patricia Cullimore, 156 Central Avenue – advising that she lives at the corner of Central Avenue and Saint George Street; indicating that she strongly encourages Council to please expedite, where she lives is in the North Talbot area, and she would strongly encourage Council to expedite the heritage designation for the North Talbot area; indicating that there is a contractor in their area who is extremely active right now; pointing out that within the past, less than five years, he probably has snapped up roughly twenty properties in the area, and his sole priority is strictly to increase the density, with the obvious financial benefit to him, with absolutely no consideration whatsoever for heritage; pointing out that she did have a chance to look at the report over the weekend, and there were a number of key properties that are in North Talbot that were listed why it should be number one for designation and a very important one that was left off that list was 172 Central Avenue which was the residence of Dr. Arenya Dega; indicating that is all the more reason to designate it, but in all honesty and she would encourage Council to visit 5 St George Street if Council would like to see what this contractor is doing; believing, in all honesty, if Council waits two years to designate our area, within maybe even a year, there will be very little heritage left to designate.

Appendix A

Bill No. (number to be inserted by Clerk's Office)
2018

By-law No. Z.-1-18_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at the southerly portion of 3086 Tillmann Road.

WHEREAS Westfield Village Estates Inc. has applied to rezone an area of land located at the southerly portion of 3086 Tillmann Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at the southerly portion of 3086 Tillmann Road, as shown on the attached map comprising part of Key Map No. A110, from a Holding Residential R4 Special Provision (h-56•h-84•R4-6(6)) Zone and Urban Reserve (UR1) Zone to a Residential R1 (R1-3) Zone.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

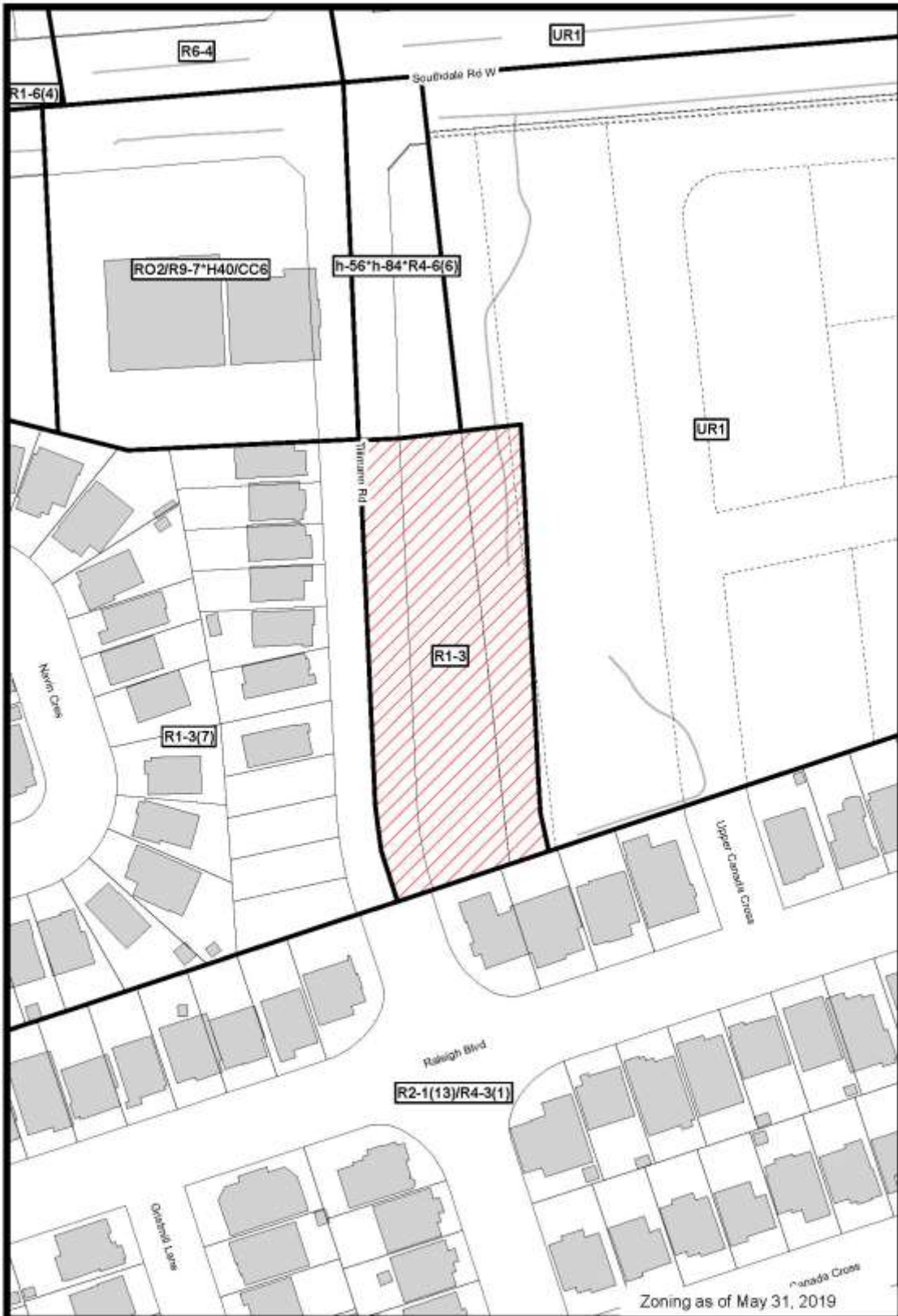
PASSED in Open Council on August 27, 2019.


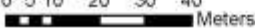

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-8926 Planner: CS Date Prepared: 2019/06/25 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,250</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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PUBLIC PARTICIPATION MEETING COMMENTS

3.5 PUBLIC PARTICIPATION MEETING – Application – Southern Portion of 3086 Tillman Road (Z-8926)

- Laverne Kirkness, Kirkness Consulting, on behalf of Westfield Village Inc. – expressing agreement with the staff report; indicating that the land swap deal has transacted so that they have been able to get their consents for land severance to which there are conditions and one of the conditions is to rezone the land appropriately for these single-detached lots and that is what they are here tonight for, is to meet that condition; advising that there has been no public opposition to this; noting that they are proposing what is already down there, single-detached dwellings so there is no question of land use compatibility; hoping the Planning and Environment Committee and Council adopt the report.

Community and Protective Services Committee

Report

9th Meeting of the Community and Protective Services Committee
August 13, 2019

PRESENT: Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Pelozza, S. Hillier, Mayor E. Holder
ALSO PRESENT: Councillor M. van Holst; J. Bunn, H. Chapman, S. Datars Bere, A. Dunbar, J. Freeman, O. Katolyk, L. Livingstone, A. Macpherson, J.P. McGonigle, S. Oldham, M. Schulthess, S. Spring, S. Stafford

The meeting was called to order at 4:02 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Pelozza
Seconded by: S. Lewis

That Items 2.1, 2.2, 2.3, 2.4, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 2.13 and 2.14 BE APPROVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 6th and 7th Reports of the Accessibility Advisory Committee

Moved by: E. Pelozza
Seconded by: S. Lewis

That the 6th and 7th Reports of the Accessibility Advisory Committee, from the meetings held on June 27, 2019 and July 25, 2019, respectively, BE RECEIVED.

Motion Passed

2.2 6th Report of the Animal Welfare Advisory Committee

Moved by: E. Pelozza
Seconded by: S. Lewis

That the 6th Report of the Animal Welfare Advisory Committee, from its meeting held on July 4, 2019, BE RECEIVED.

Motion Passed

2.3 6th Report of the London Housing Advisory Committee

Moved by: E. Pelozza
Seconded by: S. Lewis

That the 6th Report of the London Housing Advisory Committee, from its meeting held on July 10, 2019, BE RECEIVED.

Motion Passed

2.4 White Oaks Park - Pavilion Donation

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Managing Director of Parks and Recreation, the following actions be taken with respect to the proposed donation of a park amenity for White Oaks Park per Sections 4.1a) and 4.2b) of the Donation Policy:

- a) the donation of a permanently-roofed pavilion to be constructed at White Oaks Park by a consortium led by York Developments (London) Inc. BE ACCEPTED; it being noted that the value of the donation is estimated to be \$300,000;
- b) the above-noted acceptance BE CONDITIONAL upon the Corporation entering into a formal agreement for the work to be done relating to this stage donation; and,
- c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a formal Agreement related to the above-noted approval. (2019-M12)

Motion Passed

2.7 Kilally Fields - Tender 19-67 - Irregular Result

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to Tender 19-67:

- a) the bid submitted by Graceview Enterprises Inc., 51200 Yorkie Line, Belmont, Ontario, N0L 1B0, to construct the Kilally Sport Fields as per T19-67, at its tendered price of \$4,175,080.53, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Graceview Enterprises Inc. was the lowest bid received and meets the City's specifications and requirements in all areas;
- b) in addition to the base bid, the provisional items towards a LED scoreboard in the amount of \$67,250.00 (including all electrical and excluding HST) BE ADDED to the contract amount; it being noted that sports users groups may contribute financially to this item in the future;
- c) in addition to the base bid, a contingency representing 5% of the bid or \$208,754.00 BE ADDED to the total contract amount;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 13, 2019;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- f) the approvals given, herein, BE CONDITIONAL upon The Corporation entering into a formal contract with the contractor for the work; and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-R06)

Motion Passed

2.8 East Lions Park - Tender 19-68 - Irregular Result

Moved by: E. Pelozza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to Tender 19-68:

- a) the bid submitted by Frank Van Bussel & Sons Ltd., 3 Ilderbrook Circle, Ilderton, Ontario, N0M 2A0, to construct East Lions Park, in accordance with T19-68, at its tendered price of \$1,399,999.96, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Frank Van Bussel & Sons Ltd was the only bid 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 August 13, 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 with the contractor 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-R04)

Motion Passed

2.9 Deferred Matters List Item No.5 - CPSC

Moved by: E. Pelozza
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Park and Recreation, the staff report dated August 13, 2019, with respect to the Community and Protective Services Committee Deferred Matters List item related to the Outdoor Event Guide, BE RECEIVED. (2019-A22)

Motion Passed

2.10 RFP 19-14 - Animal Services

Moved by: E. Pelozza
Seconded by: S. Lewis

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 Animal Services contract, RFP 19-14, recognizing the vision for animal services where all pets have a caring, respectful and responsible home:

- a) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted total annual cost for services of \$2,250,580, adjusted by the Consumer Price Index of Ontario each November, commencing as of November 1, 2019 BE ACCEPTED in

accordance with the Procurement of Goods and Services Policy section 12.2 (b);

b) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted total annual cost for the continued added services of a Registered Veterinary Technician, and an Animal Care Assistant who provide service at London Animal Shelter Service, the City of London Companion Animal Hospital in the amount of \$60,000, adjusted by the Consumer Price Index of Ontario each November, commencing as of November 1, 2019, BE APPROVED in accordance with the Procurement of Goods and Services Policy section 12.2 (b);

c) the Submission from Urban Animal Management Inc., operating as London Animal Care Centre (LACC), implementing animal welfare services for the City of London and their submitted total annual cost for the operation of the City of London Cat Adoption Centre (Catty Shack), in the amount of \$108,042, BE APPROVED in accordance with the Procurement of Goods and Services Policy section 12.2 (b); and,

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with this contract.(2019-P14)

Motion Passed

2.11 Age Friendly London Progress Report 2019

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August 13, 2019, with respect to an Age Friendly London Progress Report for 2019, BE RECEIVED. (2019-S12)

Motion Passed

2.12 London Strengthening Neighbourhood Strategy - Neighbourhood Event Equipment Lending Program

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August 13, 2019, with respect to the London Strengthening Neighbourhoods Strategy Neighbourhood Event Equipment Lending Program, BE RECEIVED. (2019-S12)

Motion Passed

2.13 East Community Centre - Construction Update

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Parks and Recreation and the Deputy City Manager and Acting Managing Director of Neighbourhood Children and Fire Services, the staff report dated August

13, 2019, with respect to an update on the East Community Centre construction, BE RECEIVED. (2019-S12)

Motion Passed

2.14 Response to LIFE*SPIN's Report "Affordable Housing, a Community Perspective"

Moved by: E. Pelosa
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated August 13, 2019, with respect to the Civic Administration's response to LIFE*SPIN's report entitled "Affordable Housing, A Community Perspective", BE RECEIVED. (2019-S12)

Motion Passed

2.5 Information Report - Parks Winter Garbage Collection

Moved by: E. Pelosa
Seconded by: S. Lewis

That the following actions be taken with respect to Parks Winter Garbage Collection:

- a) the Civic Administration BE REQUESTED to report back to the Community and Protective Services Committee, at a future meeting, with respect to a list of parks within the City of London that currently have garbage pick-up during the winter and a list of parks that are close to roadways, trails or community centres that would be more easily serviced; and,
- b) the staff report dated August 13, 2019, with respect to this matter, BE RECEIVED. (2019-E07)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelosa, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.6 Vimy Ridge Park - Permanent Park Site - Deferred Matter 1

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

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the selection of the permanent location for Vimy Ridge Park:

- a) based on stakeholder consultations, the temporary Vimy Ridge Park site at the south-east corner of Hale Street and Trafalgar Street BE CONFIRMED as the permanent park location;
- b) the 427 Wing RCAFA and other groups associated with various commemorations of the 100th anniversary of the historic battle of Vimy Ridge in April 1917 BE THANKED for their vision and efforts; and,
- c) a concept plan for enhancements to the permanent park site and seek further public input into the detailed design BE PREPARED prior to construction;

it being noted that funding was established by Council in 2017 to complete the basic requirements for enhancements to the permanent park site, once it was determined. (2019-R04)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

3.1 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee and the 2019 City of London Diversity, Race Relations and Inclusivity Award

Moved by: E. Pelozza
Seconded by: S. Hillier

That the 4th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on July 18, 2019, the 2019 City of London Diversity, Race Relations and Inclusivity Award Fact Sheet, as appended to the agenda, and the attached presentation from F. Cassar, DIAAC, BE RECEIVED. (2019-M11)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.2 Adult Live Entertainment Parlour Location - 2190 Dundas Street

Moved by: S. Lewis
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated August 13, 2019, BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, to amend By-law No. L.-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses" to remove a permitted location for an Adult Live Entertainment Parlour and reduce the number of permitted Adult Live Entertainment Parlour Owner licences;

it being noted that the attached presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, was received;

it being pointed out that at the public participation meeting associated with this matter, the individuals indicated on the attached public participation meeting record made oral submissions regarding this matter. (2019-S12)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: E. Pelozza
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: E. Pelozza
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3.3 Public Nuisance By-law Amendments - Nuisance Party Cost Recovery and Fees

Moved by: E. Holder
Seconded by: M. Salih

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the proposed by-law, as appended to the staff report dated August 13, 2019, BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, to amend By-law PH-18 entitled, "A by-law to prohibit and regulate public nuisances within the City of London";

it being noted that a communication dated August 9, 2019 from J. Hoffer, Cohen Highley, as well as the attached presentation from O. Katolyk, Chief Municipal Law Enforcement Officer, with respect to this matter, were received;

it being further noted that no individuals spoke at the public participation meeting associated with this matter. (2019-P01)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: E. Pelozza
Seconded by: E. Holder

Motion to open the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: M. Salih
Seconded by: S. Hillier

Motion to close the public participation meeting.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4. Items for Direction

4.1 London's Film and Multi-Media Industry Update

Moved by: M. Salih
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Park and Recreation, the following actions be taken with respect to an update on London's Film and Multi-Media Industry:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to submit a business case as part of the Multi-Year Budget process to support the completion of a Film and Multi-Media Strategy as outlined in the staff report dated August 13, 2019;

it being noted that a delegation from K. Peckham, Forest City Film Festival, with respect to this matter, was received. (2019-S12/R08)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Voting Record:

Moved by: M. Salih
Seconded by: E. Holder

Motion to approve the request for delegation, dated July 15, 2019, by K. Peckham, Forest City Film Festival, as appended to the agenda, with respect to London's Film and Multi-Media Industry.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 Councillor M. van Holst - New Models of Housing for Seniors

Moved by: E. Pelozza
Seconded by: S. Lewis

That the communication from Councillor M. van Holst, with respect to new Models of Housing for Seniors, BE RECEIVED. (2019-S10)

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis
Seconded by: E. Pelozza

That the Deferred Matters List for the Community and Protective Services Committee, as at August 2, 2019, BE RECEIVED.

Yeas: (5): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, and S. Hillier

Absent: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 5:54 PM.



City of London Diversity, Race Relations and Inclusivity Award 2019

Presentation to:
Community & Protective Services Committee:
August 13, 2019

Background of Awards Program



- City of London awards that recognize initiatives which promote public awareness of diversity, race relations, inclusivity and human rights, which help advance London as a welcoming city
- Nominations are received in the following categories:
 - small businesses/small labour
 - large businesses/large labour
 - social/community service not-for-profits/small labour;
 - social/community service not-for-profits/large labour
 - youth

Award Eligibility



1. Be represented in one of the five award categories:
 - small businesses/small labour (49 or fewer employees/members)
 - large businesses/large labour (50 or more employees/members)
 - social/community service not-for-profits/small labour; (49 or fewer employees/members)
 - social/community service not-for-profits/large labour; (50 or more employees/members)
 - Youth (less than 26 years of age); groups or organizations
2. Have been operating in London continuously during the past 12 months, at a minimum
3. Have made their qualifying contribution in the City of London within the past 12 months
4. Consent to the nomination

Nomination Criteria

1. Nominations can be made by any individual who works or resides in the city of London
2. Nominators must be familiar with the activities of the nominee, and may be called upon for an interview by the Awards and Recognition Sub-Committee of the Diversity, Inclusion and Anti-Oppression Advisory Committee.

Past Winners (2013-2018)

2018:

- Emancipation Day
- M.I. Understanding
- My Sisters Place
- N'Amerind Friendship Centre
- Police Ethnic and Cultural Exchange (PEACE Team)

2016:

- King's University College
- Northeast Community Conversations Group
- Pride London

2014:

- Epilepsy Support Centre
- The London & Middlesex Local Immigration Partnership
- UWO: School of Communications Sciences & Disorders

2017:

- Hoops for Hope
- London Cross Cultural Learner Centre and South London (LUSO)
- PH Spa and Salon
- Sanctuary London

2015

- Ability First
- Atlosha Native Family
- London Cross Cultural Arts
- London Health Integration Network (LHIN)
- Muslim Resource Centre

2013

- Lavish Night Club
- LUSO
- Regional HIV/Aids Connection
- Rogers Television
- UWO's Indigenous Services

Key Dates in 2019

Date	Event
September 30	Last day for nominations to be submitted
October 10	Awards Sub-Committee evaluates all nominations and develops recommendations for Award winners
October 18	Award recommendations presented to Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC)
November 5	Community and Protection Services (CPSC) receives DIAAC's recommendations
November 12	Municipal Council considers the recommendation from CPSC
December 10	Awards event



Our Asks

1. Create awareness and assist with promotion of nominations within your circles of influence.
2. Continue to promote all good work being done in our City.

Questions or Additional Information

- For additional detail on the Award, including the eligibility criteria, nomination form and previous recipients, visit the [LDRRI Award page on London.ca](#).
- For general questions, contact:

DIAAC Committee Secretary: Pat Shack (Pshack@london.ca)

DIAAC Chairperson: Rifat Hussain (rhussain@lccl.org)

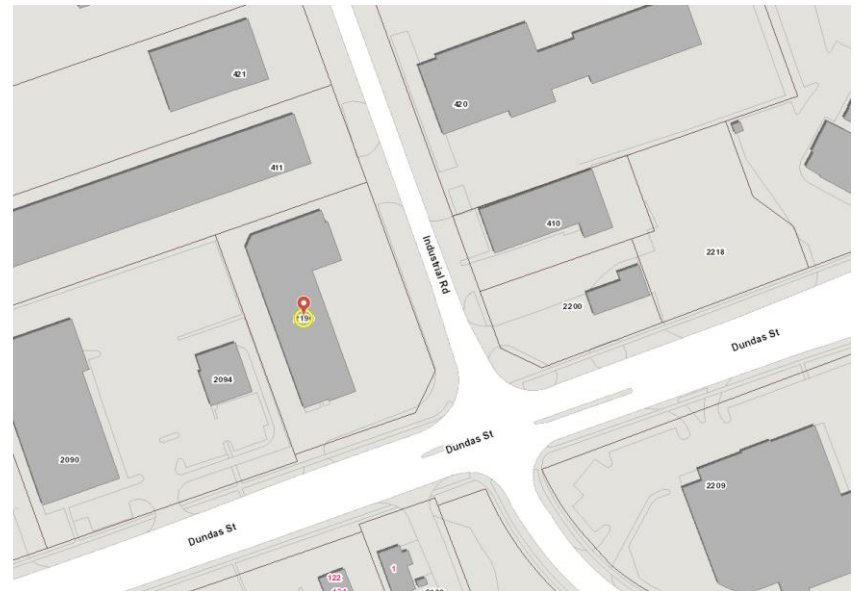
Awards & Recognition Sub-Committee Chair: Flo Cassar

(Florence.Cassar@lhsc.on.ca)



LONDON

2190 Dundas Street



PUBLIC PARTICIPATION MEETING COMMENTS

3.2 Adult Live Entertainment Parlour Location – 2190 Dundas Street

- M. Walker, London Abused Women's Centre – acknowledging city staff and Orest Katolyk; indicating that Mr. Katolyk is incredibly patient, resilient and a wealth of information and also very open-minded; stating that she was really pleased, not very long ago, when City Council unanimously passed its Strategic Plan, and in that Plan, included specifically creating a safe community for women and girls; stating that it was unanimously passed and it was one of five areas of focus, and it got a lot of attention across the country; noting that other individuals and agencies have contacted us to try to get information about how they could adopt this as well; indicating that one of the specific areas in it states that we will recognize London as a sex trafficking hub and take action to work collaboratively toward solutions; stating that it is a sex trafficking hub, and just to give some background - between two programs at the London Abused Women's Center, they have, in three and a half years, provided service to 2840 at risk women and girls, including almost a thousand who identified as being trafficked; stating that they have also had more than two hundred family members fly into London from various parts of Canada because their children - their daughters - were students at Western, and were lured into the sex trade and they are desperately trying to find them; indicating that this is a major issue; indicating that she thinks it is incredible to have a community where somebody comes forward and buys a whole building to ensure that women have jobs that are sustainable employment opportunities in the future, and that the community benefits from that; noting that she wants to acknowledge Ray O'Connor because she thinks what he has done is just absolutely amazing and they are very grateful for that; stating that some people forget that prostitution is involved in strip clubs and, in fact, oftentimes prostitution is how women eventually are lured and trafficked across the country, and that either happens by a sex purchaser who wants a lap-dance, by the manager of a club, or by a boyfriend who they meet at the club; indicating that when we reduce the number of strip clubs, we are also reducing and helping to reduce trafficking; noting that it should also be recognized that, in our legislation, the Protection of Communities and Exploited Persons Act, sexual services are clearly defined and they do define that lap-dancing, which is a regular occurrence at strip clubs, is illegal; stating that, in fact, sex purchasers could be charged and convicted for that, so it is important to remember that illegal activity is going on in these establishments; noting that she wants to just talk a little bit about the legislation, just for one second or two, because prostitution is deemed in the legislation to be a dangerous activity, inherently violent, and poses a significant risk to women and girls as far as violence and psychological harm; indicating that prostitution reinforces gender inequalities and, in fact, if we did not have prostitution, or, prostitution is not compatible with women's equality rights; stating that one of the things that people forget is that it is called the Protection of Communities and Exploited Persons Act because there is a risk and danger to communities as well; indicating that there is often other illegal activities that are happening around these facilities such as drug dealing, organized crime; noting that they often hear from community members that their children are exposed to sex purchasing, which commodifies women and leads their daughters to believe that women are just objects and leads their sons to believe they have a right to commodify women and girls; stating that she thinks it also can present harassment issues and increased noise and loitering and garbage and things like that into communities; indicating that it is really important we recognize that this is an individual issue, but it is also an issue that impacts our communities across the city; noting that Mr. Katolyk indicated that this is a dying business, and it is, and she is grateful that this is a dying business and it is a dying business because we are becoming more aware of sexism and misogyny in our communities, and more of us are making an effort to decrease that; stating that, where in the old days it used to be that the old guys would get together, and the old boys club would go down to the strip clubs for their business lunch – you do not see that anymore, it is totally inappropriate; stating that she is happy that this is a dying business and is happy to see this reduced down by one facility; indicating that she appreciates the opportunity to come today and she appreciates very much the work of by-law enforcement and Mr. Katolyk, and also police services; stating that we work as a team in this community; acknowledging the strength in our community to work cohesively and collaboratively toward solutions.



Nuisance Party Cost Recovery

June 11, 2019:

Prepare revised draft amending by-law: cost recovery

Focus:

Those persons who are creating or contributing to a Nuisance Party



Nuisance Party Cost Recovery

Fee imposed on persons who

- Sponsor
- Create
- Continue
- Conduct
- Cause
- Host

a Nuisance Party.





Nuisance Party Cost Recovery

Attendance of:

Fire Prevention Officer	\$70
London Police Officer	\$60
Municipal Law Enforcement Officer	\$50

\$180 per hour or part thereof

Corporate Services Committee

Report

16th Meeting of the Corporate Services Committee
August 13, 2019

PRESENT: Councillors J. Morgan (Chair), J. Helmer , P. Van Meerbergen, S. Hillier, Mayor E. Holder
ABSENT: A. Kayabaga
ALSO PRESENT: M. Hayward, M. Butlin, K. Campbell, I. Collins, B. Coxhead, M. Daley, A. Hagan, L. Kolodianszky, L. Livingstone, P. McKague, S. Miller, D. Munteer, K. Murray, J. Raycroft, C. Saunders, S. Spring, M. Stone, S. Swance, B. Warner and B. Westlake-Power.

The meeting is called to order at 12:33 PM.

1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in clause 5.1 having to do with an appointment to the London Hydro Board of Directors, by indicating that one of the candidates has a direct role in his employment with Western University.

2. Consent

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

That items 2.1 to 2.3 BE APPROVED.

Yeas: (4): J. Morgan, J. Helmer, S. Hillier, and E. Holder

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (4 to 0)

2.1 Council Policy - Use of Corporate Resources for Election Purposes

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

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated August 13, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019 to amend By-law No. CPOL.-230-519, being "Policy for the Use of City of London Resources For Municipal Election Purposes" by renaming the Council Policy "Use of City of London Resources For Election Purposes" and to update the Policy to provide additional clarity, particularly as it relates to provincial and federal election campaigns and Registered Third Parties.

Motion Passed

2.2 Website Redesign Development and Implementation for the City of London

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

That, on the recommendation of the Director, Strategic Communications, Government Relations and Public Engagement and of the Director, Information Technology Services, Finance and Corporate Services, the following actions be taken with respect to the selection of a vendor for the Website Redesign Development and Implementation for City of London:

- a) the proposal submitted by Echidna Corp. O/A Digital Echidna, 200-365 Talbot Street, London, Ontario N6A 2R5 for the Website Redesign Development and Implementation for the City of London BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the price submitted by Digital Echidna for the first year cost of \$473,750 (excluding H.S.T.), and subsequent years annual cost of \$78,750 (excluding H.S.T.), for three (3) years as the initial term, and the optional renewal term of four (4) years at one (1) year each, at sole discretion of the City, BE ACCEPTED;
- c) the financing for the project BE APPROVED in accordance with the "Sources of Funding Report" appended to the staff report dated August 13, 2019 as Appendix "A";
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase;
- e) approval herein BE CONDITIONAL upon the Corporation entering into a formal agreement or having a purchase order, or contract record relating to the subject matter of this approval; and
- f) the Mayor and City Clerk BE AUTHORIZED to execute any contract, statement of work or other documents, if required, to give effect to these recommendations.

Motion Passed

2.3 2018 Annual Reporting of Lease Financing Agreements

Moved by: S. Hillier

Seconded by: E. Holder

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated August 13, 2019 with respect to the 2018 annual reporting of lease financing agreements BE RECEIVED for information.

Motion Passed

2.4 Demolition - UTRCA Owned - City Managed Property - 1318 Old Bridge Road

Moved by: J. Helmer

Seconded by: S. Hillier

That, on the recommendation of the Managing Director of Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the property owned by the Upper Thames River Conservation Authority (UTRCA) and managed by the City, located at 1318 Old Bridge Road, as shown on Schedule "A" as appended to the staff report dated August 13, 2019, the following actions be taken:

- a) the subject property BE RECOMMENDED for demolition; and
- b) the Civic Administration BE DIRECTED to take all necessary steps to action the above-noted demolition, including completing a request for quotation for work to be completed, obtaining a demolition permit and any other activities to facilitate the demolition;

it being noted that existing capital accounts and operating accounts will be drawn upon as a source of financing to carry out the subject demolitions.

Yeas: (4): J. Morgan, J. Helmer, S. Hillier, and E. Holder

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (4 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Appointment to the London Hydro Board of Directors

Moved by: E. Holder

Seconded by: S. Hillier

That, on the recommendation of the Corporate Services Committee, the attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held August 27, 2019 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., appended as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. appended as Schedule "A" to the by-law;

it being noted that Andrew Hrymak was selected for appointment to the London Hydro Inc. Board of Directors.

Yeas: (3): J. Helmer, S. Hillier, and E. Holder

Recuse: (1): J. Morgan

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (3 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: S. Hillier

Seconded by: E. Holder

That the Corporate Services Committee convene, In Closed Session, for consideration of 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 Land Acquisition/Disposition/Solicitor-Client Privileged Advice/Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

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

6.3 Land 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.

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

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

6.5 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation.

6.6 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters, including information regarding identifiable individuals, with respect to employment-related matters, advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation; and advice subject to solicitor-client privilege, including communications necessary for that purpose.

6.7 Personal Matters/Identifiable Individual

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value

and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (4): J. Morgan, J. Helmer, S. Hillier, and E. Holder

Absent: (2): P. Van Meerbergen, and A. Kayabaga

Motion Passed (4 to 0)

The Corporate Services Committee convened, In Closed Session, from 12:48 PM to 2:35 PM.

7. Adjournment

The meeting adjourned at 2:36 PM.

APPENDIX "A"

Bill No.
2019

By-law No. A.-

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act* provides that a resolution in writing dealing with all matters required by this Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London Hydro Inc.;

AND WHEREAS Subsection 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London Hydro Inc. for the fiscal year ended December 31, 2018, attached as Schedule "A" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 27th day of August, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

SCHEDULE "A"

LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

FINANCIAL STATEMENTS

It is hereby acknowledged that the balance sheet of the Corporation as at December 31, 2018, and the other audited financial statements, together with Auditors' Report, of the Corporation for the financial year ended on such date have been received by the undersigned shareholder of the Corporation.

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the third class expire at the annual meeting of shareholders held in 2018 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first and third class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Third	Andrew Hrymak	the close of the annual meeting of shareholders to be held in 2021 for the financial year ending December 31, 2020

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
First	Gabe Valente	the close of the annual meeting of the shareholders to be held in 2022 for the financial year ending December 31, 2021
First	Jack Smit	the close of the annual meeting of the shareholders to be held in 2022 for the financial year ending December 31, 2021
Second	Guy Holburn	the close of the annual meeting of shareholders to be held in 2020 for the financial year ending December 31, 2019
Third	Marilyn Sinclair	the close of the annual meeting of shareholders to be held in 2021 for the financial year ending December 31, 2020
Fourth	Michael van Holst	the term ending November 15, 2022

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2019.

The Corporation of the City of London

By: _____
Name: Ed Holder
Title: Mayor

By: _____
Name: Catharine Saunders
Title: City Clerk

Civic Works Committee

Report

12th Meeting of the Civic Works Committee
August 12, 2019

PRESENT: M. van Holst, S. Lewis, S. Lehman, E. Pelozza, Mayor E. Holder

ABSENT: Councillors P. Squire (Chair)

ALSO PRESENT: Councillors J. Helmer, S. Hillier and P. Van Meerbergen; A. Drost, G. Dales, U. DeCandido, J. Fullick, D. MacRae, S. Maguire, S. Mathers, C. McIntosh, D. Munteer, B. Nourse, K. Oudekerk, K. Paleczny, S. Rooth, K. Scherr, P. Shack, S. Spring, J. Stanford and B. Westlake-Power

The meeting was called to order at 12:02 PM by Acting Chair S. Lehman.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Pelozza
Seconded by: E. Holder

That items 2.1 to 2.4 and 2.6 to 2.10 BE APPROVED.

Yeas: (5): M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

2.1 7th Report of the Transportation Advisory Committee

Moved by: E. Pelozza
Seconded by: E. Holder

That the 7th Report of the Transportation Advisory Committee from its meeting held on July 23, 2019, BE RECEIVED.

Motion Passed

2.2 Amendments to the Traffic and Parking By-law

Moved by: E. Pelozza
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, appended to the staff report dated August 12, 2019 as Appendix 'A', BE INTRODUCED at the Municipal Council meeting to be held on August 27th 2019, for the purpose of amending the Traffic and Parking By-law (PS-113). (2019-T08)

Motion Passed

2.3 Amendments to the Traffic and Parking and Unauthorized Area By-Laws

Moved by: E. Pelosa
Seconded by: E. Holder

That, on the recommendation of Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-laws appended to the staff report dated August 12, 2019, as Appendices 'A' and 'B', BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2019, for the purposes of amending the Traffic and Parking By-law (PS-113) and the Unauthorized Area Parking By-law (S-3), respectively, with respect to the introduction of the Administrative Monetary Penalty System. (2019-T08)

Motion Passed

2.4 Contract Award (RFP 19-02) - Recycling Collection (City-wide) and Garbage and Yard Waste Collection in a Portion of London

Moved by: E. Pelosa
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Contract for recycling collection (City-Wide) and garbage and yard waste collection in a portion of London:

a) the proposal submitted by Miller Waste Systems Inc., 8050 Woodbine Avenue Markham, Ontario, L3R 2N8 for the provision of curbside, multi-residential and EnviroDepot Blue Box recycling collection services for the annual value of \$7,009,156 (based on parameters provided in the Request for Proposals - RFP document), BE ACCEPTED, noting the following;

i the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected (households, multi-residential units, stops, carts, depots) per year;

ii the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and,

iii the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;

b) that Civic Administration BE DIRECTED to finalize a recycling program for the downtown core that addresses the unique challenges of storing and collecting recyclables in congested areas;

c) the proposal submitted by Miller Waste Systems Inc., for the provision of curbside recycling collection services in the downtown core for the annual value of \$31,096 (based on parameters provided in the RFP document), BE ACCEPTED, noting the following:

i the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected per year,

ii. the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and

iii. the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;

d) the proposal submitted by Miller Waste Systems Inc. for the provision of curbside garbage and yard waste collection services in the south-west portion of the city, including Lambeth, Riverbend and

Settlement Trail for the annual value of \$385,728 (based on parameters provided in the RFP document), BE ACCEPTED, noting the following:

- i. the actual total annual fee for service is based on Unit Rates, multiplied by the actual units collected (households) per year,
- ii. the proposed Unit Rates will be adjusted annually for inflation by the Consumer Price Index as outlined in the RFP document, and
- iii. the term of contract will be four (4) years, beginning August 31, 2020, with four (4), one (1) year options at the sole discretion of the City;
- e) the additional unit rates, service fees and/or one-time costs for the items listed in the proposal submitted by Miller Waste Systems Inc., BE ACCEPTED as follows:
 - i. changes to collection program frequency,
 - ii. units rates to extend the Hefty® EnergyBag® project,
 - iii. delivery service for recycling carts and Blue Boxes,
 - iv. special event collections, and
 - v. early termination of contract by Council as a result of Provincial Government regulatory changes dealing with Resource Recovery and Circular Economy Act, 2016 and extended producer responsibility.
- f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and
- g) approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2019-V01/E07)

Motion Passed

2.6 Upper Thames River Conservation Authority and City of London Flood Protection Projects

Moved by: E. Pelosa

Seconded by: E. Holder

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following action be taken with respect to City of London's contribution to infrastructure:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the following projects with the City share in the total amount of \$1,989,120, including contingency, (excluding HST):
 - i. West London Dyke Phase 5/6 Reconstruction;
 - ii. West London Dyke Phase 5/6 Construction Administration; and
 - iii. Fanshawe Dam Phase 6 Paint and Concrete Repairs

it being noted that the requirements of this provincial funding program are unique, in that only conservation authorities can apply, requiring 14.3.a) of the Procurement of Goods and Services Policy;

- b) the financing for this work BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A', and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2019-E21)

Motion Passed

2.7 Contract Award - T19-36 - Greenway Organic Rankine Cycle Engine Installation

Moved by: E. Pelosa
Seconded by: E. Holder

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 contract for the installation of the Organic Rankine Cycle Engine system:

- a) the bid submitted by JMR Electric Ltd. at its tendered price of \$11,039,340.00, (excluding HST) in response to Tender 19-36, BE ACCEPTED; it being noted that the bid submitted by JMR Electric Ltd. was the lowest of four bids received and meets the City's specifications and requirements in all areas;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval, given herein, BE CONDITIONAL upon the Corporation entering into formal contracts relating to this tender; 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-E03)

Motion Passed

2.8 Victoria Bridge Replacement - Geotechnical & Hydrogeological Engineering - Appointment of Consulting Engineer

Moved by: E. Pelosa
Seconded by: E. Holder

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 Victoria Bridge Replacement Project:

- a) Golder Associates Ltd. BE APPOINTED as a Consulting Engineer for Geotechnical and Hydrogeological Services associated with the Victoria Bridge Replacement Project at an upset amount of \$121,220.00 (excluding HST) in accordance with Section 15.2 (d) of the Procurement of Goods and Services Policy;
- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

2.9 Contract Price Increase - T18-16 Infrastructure Renewal Project - Contract 15, Main Street

Moved by: E. Pelosa
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Main Street Reconstruction project:

- a) the 2018 Main Street Reconstruction (Tender T18-16) contract value with L82 Construction Ltd. BE INCREASED by \$400,000 to a total of \$8,633,236.86 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated August 12, 2019 as Appendix 'A';
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2019-T04)

Motion Passed

2.10 Former PUC Parking Lot 12 - 199 Ridout Street North

Moved by: E. Pelosa
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to a lighting design and construction project for the former Public Utilities Commission Parking Lot known as City Lot 12 located at 199 Ridout Street N.:

- a) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated August 12, 2019, as Appendix A;
- b) the Civic Administration BE DIRECTED to commence project management activities to implement the project; and,
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts necessary in connection with this project in accordance with the Procurement of Goods and Services Policy. (2019-T02)

Motion Passed

2.5 Bike Share System for London - Update and Next Steps

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

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the potential introduction of bike share to London:

- a) the following report dated August 12, 2019, containing background details and preliminary analysis to develop a comprehensive business case for a bike share system in London BE RECEIVED for information;

b) that Civic Administration BE AUTHORIZED to implement a Request for Proposals (RFP) process to obtain pricing and a vendor that can implement a bike share system in London based on, but not limited to, the following key parameters (assuming 300 bikes are required):

- i) all bikes, software and hardware to be provided by the vendor;
- ii) all operating and maintenance costs to deliver the bike share system to be provided by the vendor;
- iii) project duration for up to three years with two, one year options at the sole discretion of the City of London;
- iv) operate in the service areas delineated by the City of London, as well as a minimum of one service locations to be identified for the east, west, north and south locations outside of the delineated area, through a licensing agreement and a process to expand into other areas of London;
- v) a one-time capital investment into bike sharing parking installations provided by the City of London (racks that are available to bike share users and other London cyclists);
- vi) work with City staff to develop an equity program for low-income Londoners and an employer membership program;
- vii) address the data and information security and risk management requirements to the satisfaction of the City; and
- viii) allow an option whereby the vendor can propose an alternative program and costing arrangement; and

c) that Civic Administration BE DIRECTED to finalize the bike share business case and prepare a draft implementation plan for a bike share system in London, including identifying potential partners, an operations plan, a marketing plan and financing strategies, and submit to Civic Works Committee by January 2020; it being noted that a communication from C. Butler, dated August 8, 2019, with respect to the above matter was received.

Yeas: (5): M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

3. Scheduled Items

3.1 LTC 2018 Annual Report

Moved by: S. Lewis

Seconded by: M. van Holst

That the 2018 Annual Report of the London Transit Commission, BE RECEIVED; it being noted that the Civic Works Committee received the attached overview from K. Paleczny with respect to this matter. (2019-T08)

Yeas: (5): M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: M. van Holst
Seconded by: S. Lewis

That the Deferred Matters List as at August 2, 2019, BE RECEIVED.

Yeas: (5): M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

6. Confidential

Moved by: E. Pelozza
Seconded by: S. Lewis

That the Civic Works Committee convene in closed session at 12:04 PM, with respect to the following matter:

6.1 A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, as it relates to the appropriate ownership of the Pine Valley Condominium sewer.

Yeas: (5): M. van Holst, S. Lewis, S. Lehman, E. Pelozza, and E. Holder

Absent: (1): P. Squire

Motion Passed (5 to 0)

The Civic Works Committee convened in Closed Session from 12:04 PM to 12:32 PM.

7. Adjournment

The meeting adjourned at 1:58 PM.

LOCATION MAP

INNOVATION PARK PHASE I



Subject To Final Survey

Schedule "A"
Lease Agreement

2162538 Ontario Inc.

("Landlord")

- and -

The Corporation of the City of London

("Tenant")

August 30, 2019

LEASE AGREEMENT RE:

**All of the Ground Floor of 179 Dundas Street, London
and
A Part of the Ground Floor of 177 Dundas Street, London**

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THIS LEASE AGREEMENT is made August 30, 2019.

BETWEEN:

2162538 Ontario Inc.,
a corporation existing under the laws of Ontario,
("Landlord"),

- and -

The Corporation of the City of London,
a municipality existing under the laws of Ontario,
("Tenant").

Recitals:

- A. The Landlord is the registered owner of the Property as such term is defined below.
- B. As more fully set forth in its request for proposal 19-05, the Tenant has determined to establish a field house location on Dundas Street for use in connection with its Dundas Place streetscape initiative.
- C. In response to the request for proposal, the Landlord submitted a proposal to the Tenant dated February 25, 2019, which proposal was accepted by the Tenant.

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

**ARTICLE I
BASIC TERMS, DEFINITIONS**

1.1 Summary of Basic Terms

(a) Landlord Information:

Landlord: 2162538 Ontario Inc.
Address: 36 Duke Street
London, ON
N6J 2X4
Attention: Jens Stickling
Email: westanyholdingsoffice@gmail.com
luciani_d@yahoo.ca
dina.sra@tutanota.com

(b) Tenant Information:

Tenant: The Corporation of the City of London
Address: 300 Dufferin Avenue
9th Floor
PO Box 5035
London, ON
N6A 4L9
Attention: Realty Services
Facsimile: 519-661-5087
Email: realtyservices@london.ca

(c) Indemnity Provisions: intentionally deleted

(d) Property: the development situate on the Lands municipally known as 175-179 Dundas Street, London, Ontario

(e) Premises: that portion of the Property illustrated in Schedule A and described as the ground floor area of 179 Dundas Street and a portion of the rear ground floor area of 177 Dundas Street

(f) Rentable Area of Premises: approximately 3,648 square feet subject to measurement in accordance with Section 2.2;

(g) Term: Five years, subject to Sections 2.3 and 2.4

(h) Commencement Date: the first day of the month that is the first month following completion of the Landlord's Work as further defined in Schedule D, subject to Sections 2.3 and 2.4 – Tenant to be allowed occupation from completion of Landlord's Work with Rent paid on a Partial Periods basis in accordance with Section 3.6; Landlord will use its reasonable efforts to complete all Landlord's Work by January 31, 2020 with an estimated Commencement Date of February 1, 2020

(i) Fixturing Period: means the first calendar month following the Commencement Date which in accordance with the estimated Commencement Date of February 1, 2020 means a one month Fixturing Period being February, 2020

(j) End of Term: the last day of the 60th month following Commencement Date, subject to Sections 2.3 and 2.4 which in accordance with the estimated Commencement Date of February 1, 2020 would mean an end of initial term of January 31, 2025

(k) Basic Rent (Section 4.1, plus applicable tax):

Period	Per Sq. Ft/Year	Per Year	Per Month
<i>First 24 months inclusive following Commencement Date, excluding the One Month Fixturing Period</i>	\$16.00	\$58,368	\$4,864
<i>Months 25 – 48 inclusive following Commencement Date</i>	\$18.00	\$65,664	\$5,472
<i>Months 49 – 60 inclusive following Commencement Date</i>	\$19.00	\$69,312	\$5,776

- (l) Additional Rent: in accordance with Section 5.4 hereof, the Landlord initially estimates Additional Rent payable by the Tenant to be approximately \$3.15 per square foot per year a breakdown of which estimation is attached as Schedule F. Based upon an Rentable Area of the Premises of 3,648 square feet, initial estimated Additional Rent equals \$11,491.20 annually, \$957.60 monthly – all plus applicable tax. This estimated Additional Rent is itemized in Schedule F but the following is a summary breakdown of estimated costs:

Operating Costs, other than HVAC Maintenance & Repairs, Fire Protection & Safety (sprinklers) Taxes and Insurance: \$1.39 per sq. ft. per annum of Rentable Area (“Capped Costs”)

HVAC Maintenance
& Repairs: \$0.25 per sq. ft. per annum of Rentable Area

Taxes: \$1.00 per sq. ft. per annum of Rentable Area

Insurance: \$0.51 per sq. ft. per annum of Rental Area

The Landlord agrees that the Capped Costs charged to the Tenant in the first calendar year of the Lease shall not exceed the estimate of \$1.39 psf per annum. Thereafter during the initial Term the Capped Costs will not be greater than \$2.75 psf per annum which costs shall be supported by receipts and reconciled as per provision 5.5.

The Landlord and Tenant acknowledge that:

- (i) there is no estimate for utilities which are to be separately metered and the responsibility of the Tenant in accordance with Section 6.1; and
 - (ii) *nothing in the foregoing limits the requirement of the Landlord to provide evidence of actual Additional Rent expenses and true up as required in Section 5.5.*
- (m) Permitted Use (Section 8.1): municipal purposes to support public events to be staged on the new Dundas Place streetscape being developed by the Tenant

including public access washrooms, storage and cleaning backstage areas and office area for tourist support and security personnel, or other municipal purposes.

- (n) Deposit: \$Nil
- (o) Rent Deposit: \$Nil
- (p) Security Deposit: \$Nil
- (q) Landlord's Work: The Landlord agrees to complete the improvements and renovations to the Premises in accordance with Schedule D and to the specifications set forth in Schedule E of this Lease. The Commencement Date will be the first day of the month following completion of the Landlord's Work and the Tenant shall pay the Landlord for part of its costs in completing the Landlord Work in accordance with the obligations set out in Schedule D.
- (r) Parking: the Landlord agrees to designate one parking space in the rear of the Property for the exclusive use of the Tenant at no additional cost to the Tenant and, if requested by the Tenant, to designate up to two (2) additional parking spaces at the Property, if available, for the exclusive use of the Tenant at a cost of \$150.00 per calendar year for each such space
- (s) Extension Rights, if any: set out in Schedule C, if applicable
- (t) Schedules forming part of this Lease:
 - Schedule A — Plan
 - Schedule B — Rules and Regulations
 - Schedule C — Extension Rights
 - Schedule D — Landlord's Work
 - Schedule E — Tenant Specifications for Landlord's Work
 - Schedule F — Additional Rent Breakdown

1.2 Definitions

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

- (a) “**Additional Rent**” means the Tenant's proportionate share of Operating Costs, Realty Taxes, payments for utilities, and all other amounts, excluding Basic Rent and Rental Taxes, payable by the Tenant in accordance with the terms of this Lease, whether to the Landlord or otherwise;
- (b) “**Basic Rent**” means the basic rent payable by the Tenant pursuant to Section 4.1;
- (c) “**Building Systems**” means:
 - (i) all heating, ventilating and air-conditioning equipment and facilities and all other systems, services, installations and facilities from time to time

installed in or servicing the Property (or any portion thereof) including, but not limited to, the elevators and escalators and the following systems, services, installations and facilities: mechanical (including plumbing, sprinkler, drainage and sewage), electrical and other utilities, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, window washing, and music; and

- (ii) all machinery, appliances, equipment, apparatus, components, computer software and appurtenances forming part of or used for or in connection with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls, and the structures and shafts housing and enclosing any of them;
- (d) “**Commencement Date**” is defined in Section 1.1(h);
- (e) “**Common Areas**” means those areas, facilities, utilities, improvements, equipment and installations within, adjacent to or outside the Property which serve or are for the benefit of the Property, which do not comprise part of the Premises and which, from time to time, are not designated or intended by the Landlord to be for the Landlord's exclusive use, and are not designated or intended by the Landlord to be leased to the Tenant or any other tenants of the Property and generally all areas forming part of the Property which do not constitute rented or rentable premises;
- (f) “**Event of Default**” is defined in Section 14.1;
- (g) “**Fixturing Period**” means the period, if any, set out in Section 1.1(i) granted to the Tenant for possession following the Commencement Date for the purpose of fixturing and improving the Premises;
- (h) “**Lands**” means the lands described in Section 1.1(d) and all rights and easements which are or may hereafter be appurtenant thereto;
- (i) “**Leasehold Improvements**” means all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed by or on behalf of the Tenant or any former occupant of the Premises, including doors, hardware, partitions (including moveable partitions) and wall-to-wall carpeting, but excluding trade fixtures and furniture and equipment not in the nature of fixtures;
- (j) “**Mortgage**” means any mortgage or other security against the Property and/or the Landlord's interest in this Lease, from time to time;
- (k) “**Mortgagee**” means the holder of any Mortgage from time to time;
- (l) “**Normal Business Hours**” means the hours between 9:00 AM and 5:00 PM Monday to Friday, exclusive of statutory holidays;

- (m) “**Operating Costs**” means for any period, the total of all costs and expenses attributable to the maintenance, repair, replacement, administration, management, and operation of the commercial areas of the Property (including Common Areas) during such period.
- (n) “**Premises**” means that portion of the Property identified in Section 1.1(e) and having the Rentable Area as set out in Section 1.1(f)
- (o) “**Property**” means the development which is comprised of the Lands together with the improvements, buildings, fixtures and equipment (whether chattels or fixtures) on such Lands (but not including tenants' fixtures, improvements or chattels) from time to time;
- (p) “**Proportionate Share**” means the fraction which has as its numerator the Rentable Area of the Premises and has as its denominator the total commercial Rentable Area of the Property, whether rented or not and is initially estimated to be 37.14%;
- (q) “**Realty Taxes**” means all real property taxes, rates, duties and assessments (including local improvement rates), impost charges or levies, whether general or special, that are levied, charged or assessed from time to time by any lawful authority, whether federal, provincial, municipal, school or otherwise, and any taxes payable by the Landlord which are imposed in lieu of, or in addition to, any such real property taxes, whether of the foregoing character or not, and whether or not in existence at the commencement of the Term, and any such real property taxes levied or assessed against the Landlord on account of its ownership of the Property or its interest therein, but specifically excluding any taxes assessed upon the income of the Landlord;
- (r) “**Rent**” means all Basic Rent and Additional Rent;
- (s) “**Rentable Area of the Property**” means the aggregate of the total commercial rentable area in the Property calculated and measured in the same manner as the Rentable Area of the Premises is calculated and measured pursuant to Section 2.2;
- (t) “**Rental Taxes**” means any and all taxes or duties imposed upon the Landlord or the Tenant measured by or based in whole or in part upon the Rent payable under the Lease, whether existing at the date hereof or hereinafter imposed by any governmental authority, including, without limitation, goods and services tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, or any tax similar to any of the foregoing;
- (u) “**Rules and Regulations**” means the rules and regulations promulgated by the Landlord from time to time pursuant to the terms of this Lease;
- (v) “**Term**” means the period specified in Section 1.1(g) and, where the context requires, any renewal, extension or overholding thereof;

- (w) “**Transfer**” means an assignment of this Lease in whole or in part, a sublease of all or any part of the Premises, any transaction whereby the rights of the Tenant under this Lease or to the Premises are transferred to another person, any transaction by which any right of use or occupancy of all or any part of the Premises is shared with or conferred upon any person, any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or any transaction or occurrence whatsoever which has changed or will change the identity of the person having lawful use or occupancy of any part of the Premises; and
- (x) “**Transferee**” means any person or entity to whom a Transfer is or is to be made.

ARTICLE II DEMISE AND TERM

2.1 Demise

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord demises and leases to the Tenant and the Tenant rents from the Landlord the Premises.

2.2 Measurement

The Landlord shall arrange for the Rentable Area of the Premises and the commercial Rentable Area of the Property to be measured and certified by its architect, surveyor or other space measurer in accordance with standards established by the Building Owners and Managers Association and the Basic Rent and Proportionate Share of the Additional Rent will be adjusted in accordance with the measured area. The Landlord will advise the Tenant in writing of the area measurement. The Landlord may recalculate the area of the Premises in the same manner whenever required as a result of a rearrangement of partitions or other changed conditions. The Landlord will advise the Tenant in writing of the revised certified area measurement, and the parties agree to be bound thereby.

2.3 Term

The Term shall commence on the date (the “**Commencement Date**”) that is the earlier to occur of: (a) the date set out in Section 1.1(h); and (b) the date that the Tenant opens for business in the Premises, and shall run for the period set out in Section 1.1(g) and end on the date set out in Section 1.1(j), unless terminated earlier pursuant to the provisions of this Lease. If the Tenant is permitted possession of the Premises prior to the Commencement Date, such possession and occupation shall be in accordance with the terms of this Lease and Rent will be payable in accordance with Section 3.6.

2.4 Delay in Possession

Should the Tenant be delayed by any fault of the Landlord in taking possession of the Premises on the Commencement Date, then and only then shall the start of the Commencement Date and the Term, as the case may be, be postponed for the same number of days that the Tenant is delayed in taking possession of the Premises. The Tenant hereby acknowledges and agrees that such postponement shall be full settlement for any claims it might have against the Landlord for such delay.

2.5 Overholding

If, at the expiration of the initial Term or any subsequent renewal or extension thereof, the Tenant shall continue to occupy the Premises without further written agreement, there shall be no tacit renewal of this Lease, and the tenancy of the Tenant thereafter shall be from month to month only, and may be terminated by either party with six (6) months written notice. Rent shall be payable in advance on the first day of each month equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Rent payable during the last year of the Term and otherwise on the same terms and conditions of this Lease which shall, so far as applicable (but specifically excluding any right to renew or extend), apply to such monthly tenancy.

2.6 Fixturing Period

During any Fixturing Period provided for herein all terms and conditions of this Lease shall apply, except the Tenant shall not be responsible for the payment of Basic Rent.

**ARTICLE III
RENT**

3.1 Covenant to Pay, Net Lease

The Tenant covenants to pay Rent as provided in this Lease. It is the intention of the parties that the Rent provided to be paid shall be net to the Landlord and clear of all taxes, costs and charges arising from or relating to the Premises and that the Tenant shall pay as Additional Rent all charges, impositions and expenses relating to the Premises (except the Landlord's income taxes, and except as otherwise specifically provided) in the manner hereinafter provided, and the Tenant hereby covenants with the Landlord accordingly.

3.2 Rental Taxes

The Tenant will pay to the Landlord the Rental Taxes assessed upon: (a) the Rent; (b) the Landlord; and/or (c) the Tenant pursuant to the laws, rules and regulations governing the administration of the Rental Taxes by the authority having jurisdiction, and as such may be amended from time to time during the Term of this Lease or any extension thereof. The Rental Taxes shall not be deemed to be Additional Rent under this Lease, but may be recovered by the Landlord as though they were Additional Rent.

3.3 Payment Method

Intentionally deleted.

3.4 Deposit

The Landlord acknowledges that the Corporation of the City of London does not need to provide any deposit. In the event that an assignment of this Lease is made with consent of the Landlord and a deposit is required from such assignee this provision will govern such deposit. Any deposit in the Landlord's hands shall be held by the Landlord without interest. The amount of any such rent deposit described in Section 1.1(o) shall be applied to Rent and Rental Taxes as they fall due under this Lease. The amount of any security deposit described in Section 1.1(p) shall be held by the Landlord as security for the due performance by the Tenant of its obligations under this Lease and may be applied, in the Landlord's discretion, to remedy any default by the Tenant hereunder and, in the absence of such default, the deposit shall be applied to the Rent and Rental

Taxes for the last month of the Term. If the Landlord draws moneys from the deposit for the purpose of remedying any default of the Tenant, the Tenant shall, at the request of the Landlord, pay forthwith to the Landlord the amount of money required to replace the moneys so drawn by the Landlord.

3.5 Rent Past Due

If the Tenant shall fail to pay any Rent when the same is due and payable, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum (calculated monthly at the rate of one and one-half percent (1.5%)), such interest to be calculated from the time such Rent becomes due until paid by the Tenant.

3.6 Partial Periods

If the occupation commences on any day other than the first day of the month, Rent for the fraction of the month between occupation and the Commencement Date shall be calculated on a *pro rata* basis and shall be payable on the first day of occupation.

**ARTICLE IV
BASIC RENT**

4.1 Basic Rent

The Tenant covenants and agrees to pay, from the completion of the Fixturing Period, to the Landlord at the office of the Landlord, or to such other person or at such other location as the Landlord shall direct by notice in writing, in lawful money of Canada, without any prior demand therefor and without any deduction, abatement or set-off whatsoever as annual Basic Rent, the sum(s) set out in Section 1.1(k) of this Lease (plus any applicable tax) in equal monthly instalments in advance on the first day of each and every month during the Term.

**ARTICLE V
ADDITIONAL RENT**

5.1 Additional Rent

In addition to the Basic Rent reserved in favour of the Landlord, the Tenant shall, throughout the Term, pay to the Landlord in lawful money of Canada, without any deduction, abatement or set-off whatsoever, as Additional Rent, the following costs:

- (a) any and all costs relating to the Premises that would otherwise be included in Operating Costs but are determined by separate metering or assessment of the Premises or otherwise incurred for the exclusive benefit of the Premises;
- (b) the Tenant's Proportionate Share of Operating Costs;
- (c) all Realty Taxes levied, rated, charged or assessed on or in relation to the Premises or its Proportionate or other share of Realty Taxes levied, rated, charged or assessed on or in relation to the Property in the absence of a separate assessment; and

- (d) all other sums, amounts, costs, cost escalations and charges specified in this Lease to be payable by the Tenant.

All of the payments set out in this Lease (other than Rental Taxes) shall constitute Basic Rent or Additional Rent, and shall be deemed to be and shall be paid as Rent, whether or not any payment is payable to the Landlord or otherwise, and whether or not as compensation to the Landlord for expenses to which it has been put. The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

5.2 Realty Taxes

The Tenant shall pay to the Landlord, as Additional Rent, all Realty Taxes levied, rated, charged or assessed throughout the Term, on or in relation to the Premises. Prior to the commencement of each calendar year, the Landlord shall estimate the amount of such equal monthly instalments and notify the Tenant in writing of such estimate. From time to time during the calendar year, the Landlord may re-estimate the amounts payable for such calendar year, in which event the Landlord shall notify the Tenant in writing of such re-estimate and fix monthly instalments for the remaining balance of such calendar year. If the Landlord so directs, the Tenant shall pay Realty Taxes directly to the taxing authorities. In that event, the Tenant shall make payment on or before the due date of each instalment and shall provide to the Landlord on demand evidence of payment in the form of receipted bills.

5.3 Business and Other Taxes

In each and every year during the Term, the Tenant shall pay as Additional Rent, discharge within fifteen (15) days after they become due, and indemnify the Landlord from and against payment of, and any interest or penalty in respect of, the following:

- (a) every tax, licence fee, rate, duty and assessment of every kind with respect to any business carried on by the Tenant in the Premises or by any subtenant, licensee, concessionaire or franchisee or anyone else, or in respect of the use or occupancy of the Premises by the Tenant, its subtenants, licensees, concessionaires or franchisees, or anyone else (other than such taxes as income, profits or similar taxes assessed upon the income of the Landlord); and
- (b) all Realty Taxes in respect of tenant's fixtures, Leasehold Improvements, equipment or facilities on or about the Premises, and any Realty Taxes occurring as a result of any reason peculiar to the Tenant.

5.4 Operating Costs

Prior to the commencement of each year, the Landlord shall estimate the amount of Operating Costs and other recurring Additional Rent payable by the Tenant for such year and notify the Tenant in writing of such estimate, providing reasonable detail as to the breakdown and calculation thereof. The amount so estimated shall be payable in equal monthly instalments, in advance, on the first day of each and every month over the year in question. From time to time during the year, the Landlord may re-estimate the amounts payable for such year, in which event the Landlord shall notify the Tenant in writing of such re-estimate, providing reasonable details as to the breakdown and calculation thereof, and fix monthly instalments for the remaining balance

of such year such that, after giving credit for instalments paid by the Tenant on the basis of the previous estimate or estimates, all Operating Costs, based upon the most recent estimate by the Landlord, will have been paid upon the expiration of such year.

5.5 Annual Reconciliation of Additional Rent

The amount of Additional Rent shall be calculated yearly in accordance with the financial year of the Landlord, which is currently April 30. On or before July 31 annually Landlord will provide Tenant with detailed breakdown of Additional Rent costs actually incurred by the Landlord in the prior fiscal year together with, on demand from Tenant, copies of source invoices to substantiate costs incurred by Landlord, and a reconciliation of the Additional Rent paid by the Tenant for such fiscal year as against actual final costs. If the Tenant shall have paid in excess of the actual amounts, the excess shall, at the option of the Landlord, either be refunded by the Landlord concurrently with the delivery of said statement or applied against any amounts then due and payable by the Tenant to the Landlord. If the amount the Tenant has paid is less than such actual amounts, the Tenant agrees to pay the deficiency to the Landlord upon demand. Nothing herein permits the Landlord to require payment by the Tenant on account of the Capped Costs in excess of the amounts permitted to be charged by the Landlord in Section 1.1(l) and supported by receipts.

**ARTICLE VI
UTILITIES AND BUILDING SYSTEMS**

6.1 Payment for Utilities

The Tenant shall pay promptly when due all charges, costs, accounts and any other sums payable by reason of the supply of the utilities and services to the Premises. The Tenant acknowledges that the utilities for the Premises are separately metered and the Tenant shall effective on the Commencement Date contract with and pay the supplier directly. In the event that any of the utilities and services are not separately metered for the Premises, the costs thereof shall be included in Operating Costs or otherwise paid as Additional Rent based on a reasonable allocation by the Landlord. The Tenant shall immediately advise the Landlord of any installations, appliances or machines used by the Tenant which consume or are likely to consume large amounts of electricity or other utilities and, upon request shall promptly provide the Landlord with a list of all installations, appliances and machines used in the Premises.

6.2 Above-Normal Utilization

If there are special circumstances within the Premises causing utilization of any utilities or services in excess of that reasonably expected for the use of the Premises (including, without limitation, requirements outside of Normal Business Hours), the Landlord may, in its sole discretion, designate a professional engineer or other consultant to review such above-normal utilization and determine the extent thereof and, upon such determination and delivery of a copy of the engineer's or consultant's report to the Tenant, the Landlord may, if such report so indicates, increase the Tenant's payments of Additional Rent by an amount equal to such above-normal utilization as long as such utilization shall continue. The Tenant shall pay to the Landlord, as long as such utilization shall continue, the amount determined by the Landlord, in its sole opinion and in accordance with the engineer's or consultant's report, to be attributable to such above-normal

utilization. The Tenant shall also pay to the Landlord, as Additional Rent, any extra insurance costs resulting from such above-normal utilization.

6.3 Additional Utilities

The Tenant shall make arrangements, at its own cost and expense, directly with the utility or service supplier in respect of any utilities and services not supplied by the Landlord. The Tenant, at its own cost and expense, shall procure each and every permit, licence or other authorization required, and shall comply with the provisions of this Lease pertaining to any work or alterations required in respect of such additional utilities and services.

6.4 No Overloading

The Tenant will not install any equipment which would exceed or overload the capacity of the utility facilities in the Premises or the other facilities in the Property, and agrees that if any equipment installed by the Tenant shall require additional facilities, such facilities shall be installed, if available, and subject to the Landlord's prior written approval thereof (which approval may not be unreasonably withheld), at the Tenant's sole cost and expense in accordance with plans and specifications to be approved in advance by the Landlord, in writing.

6.5 No Liability

In no event shall the Landlord be liable for any injury to the Tenant, its employees, agents or invitees, or to the Premises, or to any property of the Tenant or anyone else, for any loss of profits or business interruption, indirect or consequential damages, or for any other costs, losses or damages of whatsoever kind arising from any interruption or failure in the supply of any utility or service to the Premises.

6.6 Building Systems and Front Sidewalks

The Tenant shall, throughout the Term, operate, maintain and regulate the Building Systems within and exclusively serving the Premises in such a manner as to maintain reasonable conditions of temperature and humidity within the Premises and so as to maintain the Building Systems in a good and working order. The costs of maintenance and repair of such Building Systems will form part of the Operating Costs.

**ARTICLE VII
CONTROL AND OPERATION BY LANDLORD**

7.1 Property Operation and Repair

The Landlord shall operate, maintain and repair the Property, and maintain, repair and replace any Building Systems serving the Premises and any other service facilities not within or exclusively serving the Premises, to the extent required to keep the Property, equipment and facilities in a state of good repair and maintenance in accordance with normal property management standards for a similar building in the vicinity. For greater certainty:

- (a) the Landlord's obligations shall not extend to any matters that are the responsibility of the Tenant herein; and

- (b) the Landlord shall maintain and promptly make all repairs to the structural components of the Property including, without limitation, the roof (including the roof membrane), interior concrete slab floors and exterior walls.

7.2 Use of Common Areas

The Tenant shall have the right of non-exclusive use, in common with others entitled thereto, for their proper and intended purposes of those portions of the Common Areas intended for common use by tenants of the Property, provided that such use by the Tenant shall always be subject to such reasonable Rules and Regulations as the Landlord may from time to time determine.

7.3 Control of Common Areas and Property

The Common Areas shall at all times be subject to the exclusive management and control of the Landlord. Without limitation, the Landlord may, in its operation of the Property, do any or all of the following: regulate, acting reasonably, all aspects of loading and unloading and delivery and shipping, and all aspects of garbage collection and disposal; designate employee parking areas or prohibit the Tenant and its employees from parking in or on the Property; and do and perform such other acts in and to the Property as, using good business judgment, the Landlord determines to be advisable for the proper operation of the Property; provided that nothing in the foregoing will remove the obligation of the Landlord to provide one parking space and the temporary loading/unloading area in the rear of 177 Dundas for the exclusive use of the Tenant in accordance with Section 1.1(r).

The Landlord reserves the right to lease parts of the Common Areas from time to time, to alter the layout or configuration of and/or reduce or enlarge the size of the Common Areas, to cease to treat as part of the Property any buildings or lands now forming part of the Property and/or to add additional lands or buildings to the Property, and to make other changes to the Property as the Landlord shall from time to time reasonably determine. Despite anything else contained in this Lease, the Landlord has no liability for any diminution or alteration of the Common Areas that occurs as a result of the Landlord's exercise of its rights under this Section 7.3 or elsewhere in this Lease. The Tenant shall not be entitled to compensation or a reduction or abatement of Rent for such diminution or alteration. Further, no such diminution or alteration of the Common Areas shall be deemed to be a constructive or actual eviction of the Tenant or a default by the Landlord of any obligation for quiet enjoyment contained in this Lease or provided at law.

7.4 Rules and Regulations

The Tenant and its employees and all persons visiting or doing business with it on the Premises shall be bound by and shall observe the Rules and Regulations attached to this Lease as Schedule B and any further and other reasonable Rules and Regulations made hereafter by the Landlord of which notice in writing shall be given to the Tenant. All such Rules and Regulations shall be deemed to be incorporated into and form part of this Lease.

**ARTICLE VIII
USE OF PREMISES**

8.1 Use of the Premises

The Tenant acknowledges that the Premises will be used solely for the use set out in Section 1.1(m), and for no other purpose.

8.2 Observance of Law

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

8.3 Waste, Nuisance, Overloading

The Tenant shall not do or suffer any waste, damage, disfiguration or injury to the Premises, nor permit or suffer any overloading of the floors, roof deck, walls or any other part of the Property, and shall not use or permit to be used any part of the Premises for any illegal or unlawful purpose or any dangerous, noxious or offensive trade or business, and shall not cause or permit any nuisance in, at or on the Premises.

**ARTICLE IX
MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES**

9.1 Maintenance, Repair and Cleaning of Premises

Except as set out in this Article, the Tenant shall, operate, maintain and keep in good and substantial repair, order and condition the Premises and all parts thereof (including, without limitation, all plumbing, drains, electrical and other utility services within or exclusively serving the Premises), save and except repairs required to be made by the Landlord pursuant to Section 7.1 – it being acknowledged that repair, replacement and maintenance of the heating, ventilation and air conditioning systems serving the Premises are the responsibility of the Landlord under Section 7.1. All repairs shall be in all respects equal in quality and workmanship to the original work and materials in the Premises and shall meet the requirements of all authorities having jurisdiction, and the insurance underwriters.

9.2 Inspection and Repair on Notice

The Landlord, its servants, agents and contractors shall be entitled to enter upon the Premises at any time without notice for the purpose of making emergency repairs, and during Normal Business Hours on reasonable prior written notice, for the purpose of inspecting and making repairs, alterations or improvements to the Premises or to the Property, or for the purpose of having access to the underfloor ducts, or to access panels to mechanical shafts (which the Tenant agrees not to obstruct). The Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord, its servants, agents and contractors may at any time, and from time to time, on reasonable prior written notice, enter upon the Premises to remove any article or remedy any condition which, in the opinion of the Landlord, would likely lead to the cancellation of any policy of insurance. The Landlord will take reasonable precautions and attempt to schedule such work so as not to unreasonably interfere with the operation of the

Tenant's business and to minimize interference with the Tenant's use and enjoyment of the Premises.

9.3 Repair Where Tenant at Fault

Notwithstanding any other provision of this Lease, if the Property, including the Premises, the boilers, engines, controls, pipes and other apparatus used for the purpose of heating or air-conditioning the Property, the water and drainage pipes, internal and external doors, the washrooms and their contents including without limitation sinks, faucets, toilets internal stall walls, drying equipment, mirrors plumbing fixtures generally, the electric lighting, any other equipment or the roof or outside walls of the Property are put in a state of disrepair or are damaged or destroyed through the negligence, carelessness or misuse of the Tenant, its servants, agents, employees or anyone permitted by it to be in the Property, the expense of the necessary repairs, replacements or alterations shall be borne by the Tenant and paid to the Landlord forthwith on demand as Additional Rent, plus a sum equal to fifteen percent (15%) thereof for overhead.

9.4 Alterations

The Tenant will not make or erect in or to the Premises any installations, alterations, additions or partitions without first submitting drawings and specifications to the Landlord and obtaining the Landlord's prior written consent, which the Landlord shall not unreasonably withhold; provided that any such work shall be completed in a good and workmanlike fashion on such terms and conditions as the Landlord shall reasonably require.

9.5 Signs

The Tenant shall install exterior signage on the outside of the Premises as may be approved by the Landlord, such approval not to be unreasonably withheld. The Landlord may, at any time, prescribe a uniform pattern of identification signs for tenants which shall be placed on the outside of the Premises and other premises. All Tenant signage shall remain the property of the Tenant, and the Tenant shall remove such signage (or sign face in the case of a pylon or pole sign) at the end of the Term and make good all damage caused by such installation and removal.

9.6 Construction Liens

If any construction or other lien or order for the payment of money shall be filed against the Property by reason of or arising out of any labour or material furnished to the Tenant or to anyone claiming through the Tenant, the Tenant, within five (5) days after receipt of notice of the filing thereof, shall cause the same to be discharged by bonding, deposit, payment, court order or otherwise. The Tenant shall defend all suits to enforce such lien, or orders, against the Tenant, at the Tenant's sole expense. The Tenant hereby indemnifies the Landlord against any expense or damage incurred as a result of such liens or orders. If the Tenant shall fail to discharge any lien, then in addition to any other right or remedy of the Landlord, the Landlord may, but it shall not be so obligated, discharge the lien by paying the amount claimed to be due into Court and the amount paid by the Landlord together with all costs and expenses including solicitor's fees incurred for the discharge of the lien shall be due and payable by the Tenant to the Landlord as Additional Rent on demand.

9.7 Removal of Improvements and Fixtures

All Leasehold Improvements shall immediately upon their placement become the Landlord's property, without compensation to the Tenant. Except as otherwise agreed by the

Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by the Tenant, either during or upon the expiry or earlier termination of the Term except that:

- (a) the Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that the Tenant is not in default under this Lease, and at the end of the Term, the Tenant shall remove its trade fixtures; and
- (b) the Tenant shall, at its sole cost, remove such of the Leasehold Improvements as the Landlord shall require to be removed, such removal to be completed on or before the end of the Term.

The Tenant shall, at its own expense, repair any damage caused to the Property by the Leasehold Improvements or trade fixtures or the removal thereof. In the event that the Tenant fails to remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of the Landlord, become the property of the Landlord and may be removed from the Premises and sold or disposed of by the Landlord in such manner as it deems advisable. For greater certainty, the Tenant's trade fixtures shall not include any Building Systems serving the Premises or light fixtures. Notwithstanding anything in this Lease, the Landlord shall be under no obligation to repair or maintain the Tenant's installations.

9.8 Surrender of Premises

At the expiration or earlier termination of this Lease, the Tenant shall peaceably surrender and give up unto the Landlord vacant possession of the Premises in the same condition and state of repair as the Tenant is required to maintain the Premises throughout the Term and in accordance with its obligations in Section 9.7.

ARTICLE X INSURANCE AND INDEMNITY

10.1 Tenant's Insurance

The Tenant shall, at its sole cost and expense, take out and maintain in full force and effect at all times throughout the Term the following insurance:

- (a) "All Risks" insurance upon property of every description and kind owned by the Tenant, or for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant, within the Premises or on the Property, including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and Leasehold Improvements, in an amount not less than the full replacement cost thereof from time to time without deduction for depreciation, subject to an agreed amount clause and with a contingent liability from enforcement of building by-laws endorsement and an inflation protection endorsement;
- (b) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Premises and the Common Areas, which coverage shall include the business operations

conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000.00) or such higher limits as the Landlord may reasonably require from time to time;

- (c) when applicable, broad form comprehensive boiler and machinery insurance on a blanket repair and replacement basis, with limits for each accident in an amount not less than the full replacement costs of the property, with respect to all boilers and machinery owned or operated by the Tenant or by others (other than the Landlord) on behalf of the Tenant in the Premises or relating to or serving the Premises;
- (d) business interruption insurance in an amount sufficient to cover the Tenant's Rent for a period of not less than twelve (12) months;
- (e) standard owners' form automobile insurance providing third party liability insurance with Five Million Dollars (\$5,000,000) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned, leased or operated by or on behalf of the Tenant;
- (f) plate glass insurance with respect to all glass windows and glass doors in or on the Premises for the full replacement value thereof; and
- (g) such other forms of insurance as may be reasonably required by the Landlord and any Mortgagee from time to time.

All such insurance shall be with insurers and shall be upon such terms and conditions as the Landlord reasonably approves. The insurance described in Sections 10.1(a) and 10.1(c) shall name as loss payee the Landlord and anyone else with an interest in the Premises from time to time designated in writing by the Landlord, and shall provide that any proceeds recoverable in the event of damage to Leasehold Improvements shall be payable to the Landlord. The insurance described in Sections 10.1(b) and 10.1(d) shall name as an additional insured the Landlord and anyone else with an interest in the Property from time to time designated in writing by the Landlord. The Landlord agrees to make available such proceeds toward repair or replacement of the insured property if this Lease is not terminated pursuant to the terms of this Lease. All public liability insurance shall contain a provision for cross liability or severability of interest as between the Landlord and the Tenant.

All of the foregoing property policies shall contain a waiver of any right of subrogation or recourse by the Tenant's insurers against the Landlord or the Landlord's mortgagees, their contractors, agents and employees, whether or not any loss is caused by the act, omission or negligence of the Landlord, its mortgagees, their contractors, agents or employees. The Tenant shall obtain from the insurers under such policies undertakings to notify the Landlord in writing at least thirty (30) days prior to any cancellation thereof. The Tenant shall furnish to the Landlord upon written request, certificates of all such policies. The Tenant agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Landlord shall have the right to take out such insurance and pay the premium therefor and, in such event, the Tenant shall pay to the Landlord

the amount paid as premium plus fifteen percent (15%), which payment shall be deemed to be Additional Rent payable on the first day of the next month following the said payment by the Landlord.

10.2 Landlord's Insurance

The Landlord shall provide and maintain insurance on the whole of the Property against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar building, having regard to the size, age and location of the Property. The amount of insurance to be obtained shall be determined at the sole discretion of the Landlord. The Landlord may maintain such other insurance in respect of the Property and its operation and management as the Landlord determines, acting reasonably. The Tenant shall not be an insured under the policies with respect to the Landlord's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

10.3 Increase of Landlord Premiums

If the occupancy of the Premises, the conduct of business in the Premises, or any acts or omissions of the Tenant in the Property or any part thereof causes or results in any increase in premiums for the insurance carried from time to time by the Landlord with respect to the Property, the Tenant shall pay any such increase in premiums as Additional Rent forthwith after invoices for such additional premiums are rendered by the Landlord. In determining whether increased premiums are caused by or result from the use and occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Property showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate. The Tenant shall comply promptly with all requirements and recommendations of the Insurer's Advisory Organization of Canada (or any successor thereof), or of any insurer now or hereafter in effect, pertaining to or affecting the Premises.

10.4 Tenant Indemnity

The Tenant will indemnify the Landlord and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the Premises; (b) occasioned or caused wholly or in part by any act or omission of the Tenant or anyone for whom it is in law responsible; or (c) arising from any breach by the Tenant of any provision of this Lease.

**ARTICLE XI
ASSIGNMENT AND SUBLETTING**

11.1 Assignment, Subletting

The Tenant shall not effect any Transfer without the prior written consent of the Landlord, which shall not be unreasonably withheld. Except for an assignment of this Lease on consent of the Landlord, no other Transfer shall relieve the Tenant from its obligation to pay Rent and to perform all of the covenants, terms and conditions herein contained. In the event of a Transfer, the Landlord may collect Rent or sums on account of Rent from the Transferee, and apply the net

amount collected to the Rent payable hereunder but no such Transfer or collection or acceptance of the Transferee as tenant, shall be deemed to be a waiver of this covenant.

11.2 Landlord's Consent

If the Tenant desires to effect a Transfer, then and so often as such event shall occur, the Tenant shall make its request to the Landlord in writing and shall be accompanied by the information required in Section 1.3 and such additional information pertaining to the Transferee and its business as the Landlord may reasonably require. Within fourteen (14) days after receipt of such request and all required information and documentation, the Landlord shall notify the Tenant in writing either that the Landlord:

- (a) consents to the Transfer;
- (b) does not consent to the Transfer; or
- (c) consents to the Transfer, provided that, if the proposed Transferee is not a subsidiary or controlled by the Tenant, the proposed Transferee provides a reasonable Deposit in accordance with Sections 1.1(n), 1.1(o), and 1.1(p).

11.3 Requests for Consent

Requests by the Tenant for the Landlord's consent to a Transfer shall be in writing and shall be accompanied by the name, address, phone numbers, business experience, credit and financial information and banking references of the Transferee, and shall include a true copy of the document evidencing the proposed Transfer, and any agreement relating thereto. The Tenant shall also provide such additional information pertaining to the Transferee as the Landlord may reasonably require. The Landlord's consent shall be conditional upon the following:

- (a) the Tenant having regularly and duly paid Rent and performed all the covenants contained in this Lease;
- (b) the Tenant paying to the Landlord, prior to receiving such consent, a reasonable administrative fee to the Landlord and all reasonable legal fees and disbursements incurred by the Landlord in connection with the Transfer;
- (c) if the Transfer is a sublease, the Tenant paying to the Landlord, as Additional Rent, all excess rent and other profit earned by the Tenant in respect of the Transfer (it being acknowledged that this provision does not apply to a Transfer that is an assignment); and
- (d) the Landlord receiving sufficient information from the Tenant or the Transferee to enable it to make a determination concerning the proposed Transfer.

11.4 Change of Control

Any transfer or issue by sale, assignment, bequest, inheritance, operation of law, or other disposition, or by subscription, of any part or all of the corporate shares of the Tenant or any other corporation, which would result in any change in the effective direct or indirect control of the Tenant, shall be deemed to be a Transfer, and the provisions of this Article shall apply *mutatis mutandis*. The Tenant shall make available to the Landlord or to its lawful representatives such

books and records for inspection at all reasonable times in order to ascertain whether there has, in effect, been a change in control.

11.5 Terms of Transfer

In the event of a Transfer, Landlord shall have the following rights, in default of any of which no such Transfer shall occur or be effective:

- (a) to require the Transferee to enter into an agreement with the Landlord to be bound by all of the Tenant's obligations under this Lease, and to waive any right it, or any person on its behalf, may have to disclaim, repudiate or terminate this Lease pursuant to any bankruptcy, insolvency, winding-up or other creditors' proceeding, including, without limitation, the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), and to agree that in the event of any such proceeding the Landlord will comprise a separate class for voting purposes;
- (b) to require the Transferee to waive any rights, pursuant to subsection 39(2) of the *Commercial Tenancies Act* (Ontario) and any amendments thereto and any other statutory provisions of the same or similar effect, to pay any Rent less than any amount payable hereunder; and
- (c) to require, if the Transfer is a sublease or other transaction other than an assignment, that upon notice from the Landlord to the Transferee all amounts payable by the Transferee each month shall be paid directly to the Landlord who shall apply the same on account of the Tenant's obligations under this Lease.

11.6 Assignment by Landlord

In the event of the sale or lease by the Landlord of its interest in the Property or any part or parts thereof, and in conjunction therewith the assignment by the Landlord of this Lease or any interest of the Landlord herein, the Landlord shall be relieved of any liability under this Lease in respect of matters arising from and after such assignment.

11.7 Status Certificate

The Tenant shall, on ten (10) days' notice from the Landlord, execute and deliver to the Landlord a statement as prepared by the Landlord in writing certifying the following: (a) that this Lease is unmodified and in full force and effect, or, if modified, stating the modifications and that the same is in full force and effect as modified; (b) the amount of the annual rent then being paid; (c) the dates to which annual rent, by instalments or otherwise, and other Additional Rent or charges have been paid; and (d) whether or not there is any existing default on the part of the Landlord of which the Tenant has notice.

11.8 Subordination and Non-Disturbance

This Lease and all of the rights of the Tenant hereunder are and shall at all times be subject and subordinate to any and all Mortgages and any renewals or extensions thereof, now or hereinafter in force against the Premises. Upon the request of the Landlord, the Tenant shall promptly subordinate this Lease and all its rights hereunder in such form or forms as the Landlord may require to any such Mortgage or Mortgages, and to all advances made or hereinafter to be

made upon the security thereof and will, if required, attorn to the holder thereof. No subordination by the Tenant shall have the effect of permitting a Mortgagee to disturb the occupation and possession by the Tenant of the Premises or of affecting the rights of the Tenant pursuant to the terms of this Lease, provided that the Tenant performs all of its covenants, agreements and conditions contained in this Lease and contemporaneously executes a document of attornment as required by the Mortgagee.

ARTICLE XII QUIET ENJOYMENT

12.1 Quiet Enjoyment

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

ARTICLE XIII DAMAGE AND DESTRUCTION

13.1 Damage or Destruction to Premises

If the Premises or any portion thereof are damaged or destroyed by fire or by other casualty, rent shall abate in proportion to the area of that portion of the Premises which, in the opinion of the Landlord's architect or professional engineer, is thereby rendered unfit for the purposes of the Tenant until the Premises are repaired and rebuilt, and the Landlord shall repair and rebuild the Premises. The Landlord's obligation to repair and rebuild shall not include the obligation to repair and rebuild any chattel, fixture, leasehold improvement, installation, addition or partition in respect of which the Tenant is required to maintain insurance hereunder, or any other property of the Tenant. Rent shall recommence to be payable one (1) day after the Landlord notifies the Tenant that the Tenant may reoccupy the Premises for the purpose of undertaking its work to the satisfaction of the Tenant, acting reasonably.

13.2 Rights to Termination

Notwithstanding Section 13.1:

- (a) if the Premises or any portion thereof are damaged or destroyed by any cause whatsoever and cannot, in the opinion of the Landlord's architect or professional engineer, be rebuilt within one hundred and twenty (120) days of the damage or destruction, the Landlord may, instead of rebuilding the Premises, terminate this Lease by giving to the Tenant within thirty (30) days after such damage or destruction notice of termination and thereupon rent and other payments hereunder shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord; and
- (b) if the Property shall, at any time, be wholly or partially destroyed or damaged (whether or not the Premises have been affected) to the extent that twenty-five percent (25%) or more of the gross floor area of the Property has become unfit for

use, the Landlord may elect, within thirty (30) days from the date of such damage, to terminate this Lease on thirty (30) days' notice to the Tenant, in which event rent shall remain payable until the date of termination (unless it has abated under Section 13.1).

13.3 Certificate Conclusive

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

13.4 Insurance Proceeds

Notwithstanding Sections 13.1 and 13.2, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Property or the Premises, or are not payable to or received by the Landlord, or in the event that any mortgagee or other person entitled thereto shall not consent to the payment to the Landlord of the proceeds of any insurance policy for such purpose, or in the event that the Landlord is not able to obtain all necessary governmental approvals and permits to rebuild the Property or the Premises, the Landlord may elect, on written notice to the Tenant, within thirty (30) days of such damage or destruction, to terminate this Lease, and the Tenant shall immediately deliver up vacant possession of the Premises to the Landlord.

13.5 Landlord's Work

In performing any reconstruction or repair, the Landlord may effect changes to the Property and its equipment and systems and minor changes in the location or area of the Premises. The Landlord shall have no obligation to grant to the Tenant any Tenant's allowances to which it may have been entitled at the beginning of the Term, and shall have no obligation to repair any damage to Leasehold Improvements or the Tenant's fixtures.

13.6 Expropriation

If during the Term all or any part of the Premises are taken or expropriated by any lawful expropriating authority, or purchased under threat of such taking, or if part of the Property is taken so that substantial alteration or reconstruction of the Property, whether or not the Premises are or may be affected, is necessary or desirable as a result thereof this Lease shall automatically terminate on the date on which the expropriating authority takes possession of the Premises or Property, as applicable. Upon any such taking or purchase, the Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, and the Tenant shall not have nor advance any claim against the Landlord for the value of its property or its leasehold estate or the unexpired Term of the Lease, or for costs of removal or relocation, or business interruption expense or any other damages arising out of such taking or purchase. Nothing herein shall give the Landlord any interest in or preclude the Tenant from seeking and recovering on its own account from the expropriating authority any award or compensation attributable to the taking or purchase of the Tenant's improvements, chattels or trade fixtures, or the removal or relocation of its business and effect, or the interruption of its business. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other.

**ARTICLE XIV
DEFAULT**

14.1 Default and Right to Re-Enter

For the Purposes of this Lease, the occurrence of any one or more of the following events shall constitute an "Event of Default":

- (a) The Tenant fails to pay any Rent when due, and such failure continues for a period of seven (7) days after written notice by the Landlord to the Tenant thereof;
- (b) The Tenant fails to observe or perform any of its covenants, obligations or agreements under this Lease (other than its covenant to pay Rent) such failure shall continue for a period of thirty (30) days (or such longer period as the Landlord may determine is reasonable in the circumstances to cure such default) after notice by the Landlord to the Tenant thereof;
- (c) The leased Premises shall have been abandoned by the Tenant;
- (d) The Tenant shall be an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commit or threaten to commit any act of bankruptcy;
- (e) The commencement of any proceeding or the taking of any step by or against the Tenant for the dissolution, liquidation or winding-up of the Tenant or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Tenant; or
- (f) Any property of the Tenant or any part thereof is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and the same is not released, bonded, satisfied, discharged or vacated within the shorter of a period of fifteen (15) days and ten (10) days less than such period as would permit such property or any part thereof to be sold pursuant thereto.

14.2 Right of Re-entry

Upon the occurrence of an Event of Default, the Landlord may, at its option, terminate this Lease, whereupon the Term shall become forfeited and void and the then current month's Rent, together with the Rent for the three (3) months next ensuing shall immediately become due and payable, and the Landlord may without notice or any form of legal process whatever forthwith re-enter the Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate.

14.3 Right to Relet

Upon the occurrence of an Event of Default, the Landlord, in addition to any other remedies which it may have, shall have the right to enter the Premises as agent of the Tenant, either by force or otherwise, without being liable for any prosecution therefore, and without being deemed to have terminated this Lease, and to relet the Premises as the agent of the Tenant and to receive the rent

therefore to be applied on account of the Rent, or the Landlord may, at its option, re-enter and take possession of the Premises and in addition the Tenant shall also be liable to the Landlord for any and all damages occasioned by reason of such abandonment, vacating or improper use of the Premises

14.4 Landlord's Right to Perform

In addition to all other remedies the Landlord may have under his Lease or at law, if the Tenant shall fail to observe or perform any of its obligation hereunder, the Landlord may, at its option, perform any such obligation after thirty (30) days (or such longer period as the Landlord may determine is reasonable in the circumstances to rectify such failure) notice to the Tenant thereof if the Tenant does not remedy its default within such period or such longer period as may be reasonable in the circumstances for such default, and in such event the costs of performing such obligation shall be payable by the Tenant to the Landlord without set-off on the next ensuing Rent payment date as Additional Rent and on default of such payment, the Landlord shall have the same remedies as on default of payment of Rent.

14.5 Distress

The Tenant hereby waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for the Rent in arrears.

14.6 Costs

The Tenant shall indemnify the Landlord against all reasonable costs (including reasonable legal fees) lawfully and reasonably incurred in enforcing any of its rights hereunder in obtaining possession of the Premises after default of the Tenant or upon expiration or earlier termination of the Term of this Lease or in enforcing any covenant, proviso or agreement of the Tenant herein contained.

14.7 Allocation of Payments

Except as otherwise provided herein, the Landlord may at its option apply sums received from the Tenant against any amounts due and payable by the Tenant under this Lease in such manner as the Landlord sees fit.

14.8 Survival of Obligations

If the Tenant has failed to fulfill its obligations under this Lease with respect to any matter, including the removal of the Tenant property from the Premises during or at the end of the Term, such obligations and the full Landlord's rights in respect thereof shall remain in full force and effect notwithstanding the expiration or sooner termination of the Term.

14.9 Alternative Remedies

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

**ARTICLE XV
GENERAL**

15.1 Entry

Provided that the Tenant has not exercised any option to extend this Lease as provided herein, the Landlord shall be entitled, without notice to or consent by the Tenant:

- (a) at any time during the last six (6) months of the Term, to place upon the exterior of the Premises, the Landlord's usual notice(s) that the Premises are for rent; and
- (b) at any time during the last six (6) months of the Term, on reasonable prior notice, to enter upon the Premises during Normal Business Hours for the purpose of exhibiting same to prospective tenants.

The Landlord may enter the Premises at any time during the Term upon reasonable notice for the purpose of exhibiting the Premises to prospective Mortgagees and/or purchasers or for the purpose of inspecting the Premises.

15.2 Force Majeure

Notwithstanding any other provision contained herein, in the event that either the Landlord or the Tenant should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including but not limited to strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 15.2 shall not under any circumstances operate to excuse the Tenant from prompt payment of Rent and/or any other charges payable under this Lease.

15.3 Effect of Waiver or Forbearance

No waiver by any party hereto of any breach by any other party of any of its covenants, agreements or obligations contained in this Lease shall be or be deemed to be a waiver of any subsequent breach thereof or the breach of any other covenants, agreements or obligations nor shall any forbearance by any party hereto to seek a remedy for any breach by any other party be a waiver by the party so forbearing of its rights and remedies with respect to such breach or any subsequent breach. The subsequent acceptance of Rent by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such Rent. All Rent and other charges payable by the Tenant to the Landlord hereunder shall be paid without any deduction, set off or abatement whatsoever, and the Tenant hereby waives the benefit of any statutory or other right in respect of abatement or set off in its favour at the time hereof or at any future time.

15.4 Notices

Any notice, delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out in Section 1.1, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of the

same or on the third (3rd) business day following the mailing of same, as the case may be. Each party may, by notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more than ten (10) days thereafter shall be addressed.

Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder during any disruption in the service of the Canada Post Office shall be deemed to have been received only if delivered personally or sent by prepaid courier.

15.5 Registration

Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant (including any Transferee) shall register this Lease or any Transfer against the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld, but on terms acceptable to the Landlord acting reasonably.

15.6 Number, Gender, Effect of Headings

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and words importing persons shall include firms and corporations and *vice versa*. The division of this Lease into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

15.7 Severability, Subdivision Control

If any Article or Section or part or parts of an Article or Section in this Lease be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Landlord and the Tenant as though such Article or Section or parts or parts thereof had never been included in this Lease. It is an express condition of this Lease that the subdivision control provisions of the applicable provincial legislation be complied with, if necessary. If such compliance is necessary, the Tenant covenants and agrees to diligently proceed, at its own expense, to obtain the required consent and the Landlord agrees to co-operate with the Tenant in bringing such application.

15.8 Entire Agreement

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

15.9 Successors and Assigns

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

IN WITNESS WHEREOF this Lease Agreement has been executed under seal by the parties.

2162538 Ontario Inc.

By: Jens Stickling c/s
Name: Jens Stickling
Title: President
(Duly Authorized Officer)

The Corporation of the City of London

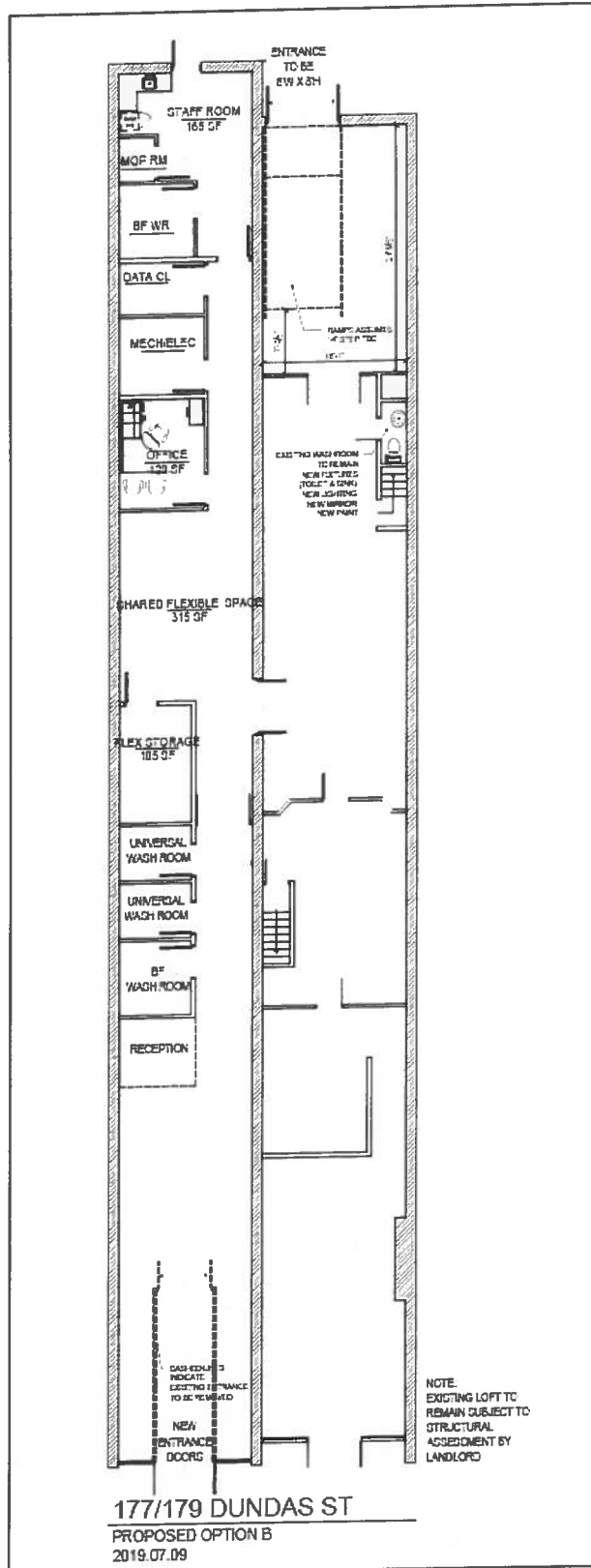
By: _____ c/s
Name:
Title:
(Duly Authorized Officer)

By: _____
Name:
Title:
(Duly Authorized Officer)

Execution Page – Lease 177 & 179 Dundas Street, London

Execution Page

Schedule A
Plans



Schedule B
Rules and Regulations

1. The Tenant shall keep the inside of all glass in the doors and windows of the Premises clean.
2. The Tenant shall: (i) maintain the Premises at its expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (ii) keep any garbage, trash, rubbish or refuse in rat proof containers within the interior of the Premises until removed; and (iii) remove garbage, trash, rubbish and refuse at its expense on a regular basis as prescribed by the Landlord and if the Tenant uses perishable articles or generates wet garbage, the Tenant shall provide refrigerated storage facilities where required by law.
3. The Tenant acknowledges that the designated loading and unloading area serving the Premises also functions as a driveway for abutting properties and therefore agrees that it shall not: (i) permit the parking of delivery vehicles so as to unreasonably interfere with the use of any driveway, walkway, parking facilities, or other area of the Property or abutting properties; or (ii) receive, ship, load or unload articles of any kind including merchandise supplies, materials, debris, garbage, trash, refuse and other chattels except through service access facilities designated from time to time by the Landlord.
4. The Tenant shall not place or cause to be placed any additional locks upon any doors of the Premises without the approval of the Landlord. In addition, the placing of any additional locks upon any doors of the Premises shall be subject to any conditions imposed by the Landlord.
5. The washroom facilities shall not be used for any purpose other than those for which they were constructed, and no sweeping, rubbish, rags, ashes or other substances shall be thrown therein.
6. No one shall use the Premises for sleeping apartments or residential purposes, or for the storage of personal effects or articles other than those required for business purposes.
7. The Tenant shall not solicit business and display merchandise except in the Premises, nor do or permit anything to be done in or on the Property that hinders or interrupts the flow of traffic to, in and from the Property or obstructs the free movement of persons in, to or from the Property.
8. No animals or birds shall be brought into the Property, other than service animals.
9. The Tenant shall not misuse or damage the Premises or any of the improvements or facilities therein, or unreasonably deface or mark any walls or other parts of the Premises.
10. The Tenant shall not: (i) install in the Premises or elsewhere in the Property any transmitting radio communications equipment without the Landlord's prior written consent; or (ii) operate an electrical device from which may emanate electrical waves that

may interfere with or impair radio or television broadcasting or reception from or in the Property. The Tenant shall not in any case erect or cause to be erected any aerial anywhere in the Property.

11. The Tenant shall not cause or permit any machines selling merchandise, rendering services or providing, however operated, entertainment to be present on the Premises unless consented to in advance in writing by the Landlord.
12. The Tenant shall not use or permit use of the Premises in such manner as to create any noises, odours or vibrations objectionable or offensive to the Landlord or any other tenant of the Property or other nuisance or hazard or to breach the provisions of applicable laws or any requirement of the insurers of the Property.

Schedule C
Extension Rights

First Extended Term

Provided that the Tenant is: (i) in occupation of the whole of the Leased Premises; and (ii) not in default under this Lease, the Tenant shall have the option exercisable upon no less than six (6) and no more than twelve (12) months' written notice to the Landlord prior to the expiry of the Term to extend the Lease with respect to the Premises for one (1) additional term of five (5) years (the "**First Extended Term**") on the same terms and conditions as the Term save and except:

- (a) the Basic Rent rate for the First Extended Term shall be the then fair market Basic Rent rate for comparable premises in the area, provided that in no event shall such rate be less than the Basic Rent payable during the last twelve (12) month period immediately preceding the commencement of the First Extended Term; and
- (b) there shall be no leasehold improvement allowance, Landlord's Work, rent free period or other inducements.

Second Extended Term

Provided that the Tenant is: (i) the Corporation of the City of London; (ii) in occupation of the whole of the Leased Premises; and (iii) not in default under this Lease, the Tenant shall have the option exercisable upon no less than six (6) and no more than twelve (12) months' written notice to the Landlord prior to the expiry of the First Extended Term to extend the Lease with respect to the Premises for one (1) additional term of five (5) years (the "**Second Extended Term**") on the same terms and conditions as the First Extended Term save and except:

- (a) there will be no further right to extend the Term;
- (b) the Basic Rent rate for the Second Extended Term shall be the then fair market Basic Rent rate for comparable premises in the area, provided that in no event shall such rate be less than the Basic Rent payable during the last twelve (12) month period immediately preceding the commencement of the Second Extended Term; and
- (c) there shall be no leasehold improvement allowance, Landlord's Work, rent free period or other inducements.

If the parties are unable to agree on the Basic Rent for either such extended term on or before the date that is sixty (60) days prior to the commencement of such extended term, then such Basic Rent shall be determined by arbitration before a sole arbitrator in accordance with the applicable legislation in force in the province in which the Premises is located. The parties shall execute a Lease Extension Agreement prepared by the Landlord to reflect the terms of such extended term.

Schedule D
Landlord's Work

Landlord's Work – TURNKEY FITOUT PROVISIONS

1. Landlord's Work to be completed in its entirety at the sole cost, responsibility, and expense of the Landlord and as shown in Schedule "E".
2. Landlord's Work and fitout space for the Rentable Area of the Premises is generally shown on the floor plan attached in Schedule "A".
3. Tenant to appoint an authorized representative to instruct Landlord regarding final finish options and any requested change orders.
4. Any additional change orders, as requested by the Tenant shall be in writing and at additional cost to the Tenant.
5. Notwithstanding the City of London Specifications provided in Request for Proposal No. 19-05, the Landlord's Work and turnkey fitout will include but not be limited to:
 - a. New double wide entrance for 177 Dundas Street being 8' wide and 8' tall door with flat access
 - b. Concrete ramp from new back entrance which final and size to be confirmed between the Landlord and Tenant
 - c. Existing washroom in 177 Dundas to remain and be updated with new fixtures, toilet, sink, and interior paint and floor
 - d. Mezzanine (loft) area in 177 Dundas to remain but be free and clear of any equipment, machinery, debris and subject to the structural assessment by the Landlord
 - e. New entrance door between 177 and 179 Dundas Street as referenced in provision 8 below
 - f. Two (2) fully constructed Barrier Free (BF) Washrooms being one (1) BF Washroom by the staff area and one (1) (BF) washroom by the public shared space
 - g. Two (2) roughed-in universal wash rooms with walls and doors in the public space area
 - h. new double wide entrance doors to be provided for new relocated front entrance and store front façade for 179 Dundas
 - i. fully completed offices and rooms as generally shown in the Floor Plan (i) Flooring for 177 Dundas to be solid concrete floors in the clean and storage area with final alterations to the floors to be mutually agreed to between the Landlord and Tenant
 - j. Flooring in 179 Dundas to be stable, firm, slip-resistant, and glare free ground floor surface which final material(s) and type to be mutually agreed to between the Tenant and Landlord (together referred to as "Specified Work").

The total reimbursement cost as referenced in provision 14 below includes the Specified Work referenced herein.

6. All detailed plans and specifications to be agreed to be Landlord and Tenant by no later than October 1, 2019 in order to maintain scheduling by the Landlord for the turnkey fitout space for the Tenant.
7. ~~Landlord to install a roll up garage door with lock for the back unit of 177 Dundas Street.~~
8. Landlord to create opening between Unit 177 and 179 Dundas Street with double man doors as submitted in the RFP 19-05.
9. Landlord to complete a new entrance storefront façade in compliance with the downtown design standards and heritage features to update the façade at 179 Dundas Street.
10. All Public and staff entrances to be installed with barrier free operation.
11. The Landlord's Work to be in accordance with the City of London Specifications provided in Request for Proposal No.19-05 which is attached as part of Schedule "E".
12. Landlord to fitout space with all new electrical wiring, plumbing, HVAC ducts and systems, fire safety, communications infrastructure, security system and all general space and finish requirements and power and lighting requirements and all other requirements as indicated in the City's bid document RFP 19-05 and bid submission by the Landlord.
13. All work done by the Landlord for the Turnkey Fitout Space is to be done in accordance to all necessary building and electrical codes, FADS, by licensed and bonded contractors, and obtaining all necessary licences and permits which includes but is not limited to demolition, building, electrical, gas, fire, plumbing, heritage alternation permit.
14. Tenant acknowledges that Landlord's proposal anticipated a total build out reimbursement amount of \$369,000 with an additional \$10,000 required for the entrance between 177 Dundas and 179 Dundas as outlined in item 6 above and further shown in the Schedule "A" for a total amount of \$379,000 plus applicable HST. With the exception of any additional change orders that may be requested by the Tenant as per provision 4 above, no further amounts will be reimbursed to the Landlord as part of the fitout space requirements and the total amount herein shall be the final "all-in" amount agreed to by both parties.
15. The Tenant agrees to provide progress payments to the Landlord as per the payment schedule outlined below subject to:
 - a. Tenant receiving an invoice(s) and progress chart of values along with the WSIB form from the contractors
 - b. verification by the Tenant's facilities representative that the work was completed in accordance with detailed plans and specifications referenced in item 4 above and Landlord Schedule Item Completion referenced below and
 - c. confirmation that no construction liens are registered on the Property.

16. Landlord to immediately discharge at its sole expense any construction liens related to the Landlords Work. Tenant shall have the right to withhold progress payments until all liens are discharged.

Progress Payment Chart:

Landlord Schedule Item Completion	Anticipated Date	Proportion of Total Cost	Dollar Value of Progress Payment – exclusive of HST
Lease Execution	August 30, 2019	-	-
Demolition Completion	September 21, 2019	1/7 th	\$54,142.85
Framing Inspection Passed	October 21, 2019	1/7 th	\$54,142.85
Electrical Inspection Passed	November 11, 2019	1/7 th	\$54,142.85
HVAC Inspection Passed	November 21, 2019	1/7 th	\$54,142.85
Plumbing Inspection Passed	December 1, 2019	1/7 th	\$54,142.85
Fire Separation/Drywall installation completed	December 21, 2019	1/7 th	\$54,142.85
Final Inspection and Building Permit closeout	January 21, 2020	1/7 th	\$54,142.85
Total:			\$379,000.00

Schedule E

Tenant Specifications for Landlord's Work

[See attached City of London Specifications and submitted RFP]

Proponent:	Jens Stickling, Westang Home Services
Location:	179 Dundas Street, London, Ontario N6A 1G4. South side of Dundas between Richmond and Clarence. On the "Marquee Block" of Dundas Place, directly across the street from London Music Hall, and opening onto proposed Marquee Stage location.
The Site and Streetscape:	<p>The full rentable space includes all of 179 Dundas Street and the rear portion of 177 Dundas Street. These two buildings, along with 175 Dundas, form a single parcel and have been developed together with residential use on the second and third floor while maintaining their distinct facades in the heritage-rich streetscape of Dundas Street.</p> <p>Becoming home to the City of London's Dundas Place Field House is an excellent opportunity to make more complete use of these very long mid-block buildings whose rear portions often go unused. The buildings' ground floor will not only be renovated to suit the needs of the tenant, but also updated to meet modern expectations. The narrow storefront of 179 Dundas allows the City to have a Dundas Place presence without taking too large a portion of the block away from targeted active uses.</p> <p>This opportunity will extend the usefulness and life of these buildings, and help to preserve an active heritage streetscape while supporting the creation of engaging new spaces on Dundas Place.</p>
Building Description:	<p>179 Dundas is assigned a Priority 3 designation in the City of London's 2006 Heritage Inventory, and is a 1918 Commercial style building. 177 Dundas is a Priority 2 Georgian building constructed around 1855.</p> <p>A significant renovation will be undertaken to meet the City's needs and specifications, including new wiring, HVAC, plumbing, and communications infrastructure, and all General Space and Finish Requirements and Power and Lighting Requirements as indicated in the bid document RFP 19-05.</p> <p>This renovation will include a new storefront facade in compliance with downtown design standards and heritage features to update the facade at 179 Dundas Street.</p> <p>The building is free of hazardous materials including asbestos.</p>
Rented Space Description:	<p>The proposed space is a fully contiguous, entirely ground floor space with flat access at all entrances. It is approximately 3,664 square feet. The private use spaces as proposed are toward the rear of the building, allowing an active use to occupy the street front.</p> <p>The proposed space includes areas for private use (office, staff room including kitchenette, barrier-free universal washroom, clean area, and storage area) as well as a shared flexible space that can serve as a green room, backstage, or staging area, and a space for public and future use that includes two universal washrooms and one barrier-free universal washroom.</p> <p>Please see the attached floor plan proposal for details of proposed layout, adjustments to which may be negotiated.</p> <p>Ceiling heights meet City requirements, and the Clean Area and Storage Area feature solid concrete floors appropriate for the proposed loads and uses as outlined.</p>

Active Street-front Use:	<p>In order to maintain an active use at street level, and to facilitate the City's ability to make use of the street-front space as needed for events or other purposes, the existing tenant of 179 Dundas Street, Hacker Studios, has agreed to continue to maintain an active street-front use in the "Public Use / Future Use" and "Shared Flexible Space" areas noted on the attached floor plan when that space is not in use by the City.</p> <p>Hacker Studios has extensive experience managing shared space, and sharing this space with the City of London will fit seamlessly into the existing business model and mission. Hacker Studios will operate as a coworking space available to members and the public during regular weekday business hours and as a community event space during evenings and weekends when the City does not require use of the space, and as opportunities arise.</p> <p>This arrangement will allow the City to have an active presence on Dundas Place during events, and to increase that presence as the activity on Dundas Place increases and evolves.</p> <p>Hacker Studios will provide all furnishings, equipment, etc. for its own operation, and will ensure that it meets the City of London Facility Accessibility Design Standards and all health and safety regulations, and that all operations are properly licensed.</p> <p>The City of London may negotiate an agreement that allows for this active use on Dundas Street or may choose not to exercise this option.</p>
Expansion and Future Use:	<p>In the future, should the City of London wish to make use of the "Shared Flexible Space" and/or "Public Use / Future Use" space on a full-time basis, Hacker Studios will vacate the premises or adjust operations with reasonable 120-day notice.</p>
Occupancy:	<p>Construction is estimated to be completed in time to allow occupancy by November 31, 2019 based on an estimated 7 month construction period, and subject to date of award and timely completion of lease negotiation. Earlier occupancy will be allowed if possible.</p>
Financial Proposal:	<p>The proponent has submitted a standard lease template, Appendix "A" - Third Party Lease Offer Form, Appendix "C" - Financial Proposal, and Appendix "G" - Leasehold Improvements, and accepts all City preferred lease requirements as stipulated in the bid documents.</p>
Lease Term and Renewal:	<p>Initial five (5) year term, and the City will be offered two (2) renewal options for terms of five (5) years each on the premises.</p>
Signage:	<p>The City may erect or install, at its own cost, signage that describes the function and services provided by the City at the Premises at and beyond the demising walls of the Premises including rear-facing walls and the street-front of 179 Dundas. The City may not erect or install signage on the Dundas Street-facing facade of 177 Dundas Street.</p>
Access and Security:	<p>Wiring for access and security systems will be newly installed as per the City's requirements and specifications in the Proponent Information documents provided, and at the direction of the City's Security Division.</p>
Power and Cabling:	<p>Electrical and telecommunications infrastructure will be updated and newly installed, and space provided, as per the City's requirements and specifications in the Proponent Information documents provided.</p>

Parking:	<p>The City will have access to one (1) free parking space in the open-access surface lot at the rear of the building. Up to two (2) additional spaces can be arranged, if available, at \$150 per space per month. There is over a thousand parking in the surrounding blocks, with well over a thousand spaces available within easy walking distance in municipal lots and Impark lots. Park and ride facilities also offer a convenient option.</p>
Floor Plan:	<p>A proposed Floor/Space plan is attached. This plan will be subject to amendment and revision, but to be agreed upon within the necessary construction timelines to permit project completion as scheduled.</p>
Management:	<p>Westang Home Services, operated by Jen Stickling, has completed many comparable projects in the core, working to restore and renovate heritage buildings for modern use, and to make the most complete use possible of those buildings.</p> <p>Examples include the following buildings currently owned/managed by Westang Home Services: 236 Dundas Street (currently Grooves Records), 246 Dundas Street (currently Petrov Bridal) including second and third floor renovations to restore use, and 252/254 Dundas (currently Globally Local) including extensive second and third floor renovations to restore active use. Westang also owns and manages properties in the Old East Village.</p> <p>Jens Stickling is a social entrepreneur, real estate developer, trustee of the London Waldorf School, member of the London Housing Advisory committee, chair of the Sunnivue and Rose Landcare association, former chair of the London Homeless Coalition, and advocate for new economic and social enterprise paradigms. Access to housing, income and the development of sustainable ventures in education, local food sustainability and housing are key areas of interest and involvement.</p> <p>Stickling is the owner and president of several companies involved in real estate development, locally and internationally, holds an MBA from the Richard Ivey school of Business and an undergraduate degree from Ryerson, as well as the CSC degree. Recognitions include the Mayor's Honour List Award and the Green Brick Award for Environmental Developments.</p> <p>The following individuals will attest to the management's experience and ability to execute the proposed vision:</p> <p>Joel Adams, Hacker Studios 63 Cathcart Street, London, ON N6C 3L9 (519) 871-7424</p> <p>Ken Patel, Medsave Pharmacy / Cashtime 177 Dundas Street, London, ON N6A 1G4 (519) 850-4747</p> <p>Eva Petrov, Petrov Bridal 246 Dundas Street, London, ON N6A 1H1 (519) 488-0349</p>

Open concept staff room to allow light into the space through rear windows.

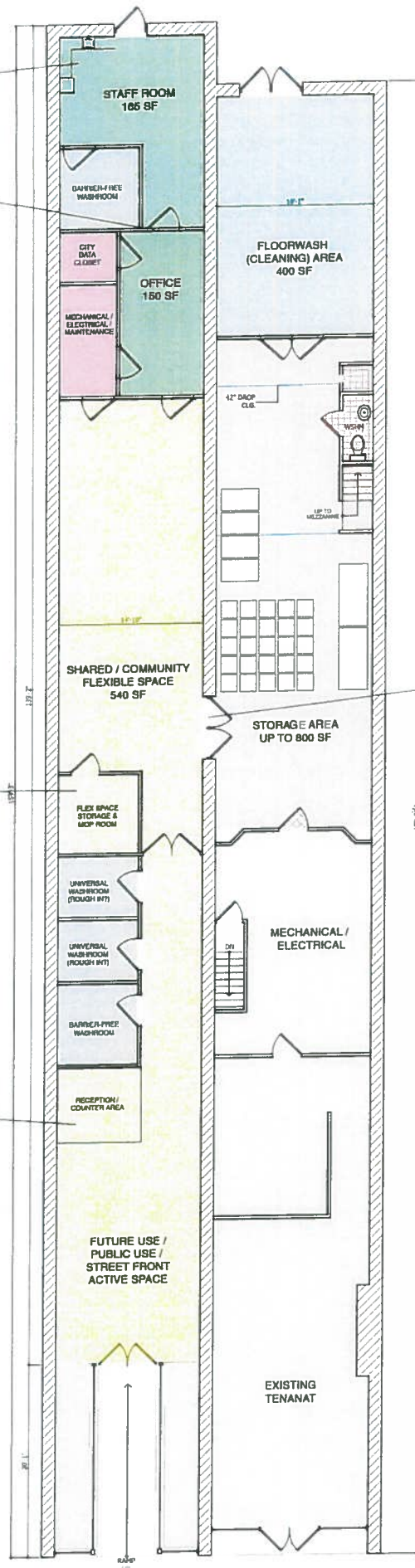
Kitchenette

Suggest glass wall to allow light into office space.

Storage space for tables, chairs, coffee makers, etc.

Ideally, this would include a commercial "kitchenette" that is to code for serving coffee, beer, and snacks / light prepared meals.

Optional. There is currently no connection between spaces to allow access to storage / cleaning area from Dundas. Adding a doorway is a significant cost and may impact future options for the use of the space.



177 / 179 DUNDAS STREET
FLOOR PLAN PROPOSAL FOR DUNDAS PLACE FIELD HOUSE

Schedule F
Additional Rent Breakdown

Landlord's Estimated Additional Rent Worksheet – see attached.

ADDITIONAL RENT FOR 177-179 DUNDAS STREET, LONDON ONTARIO				2020 Estimate		PSF - rounded		COMMENT	
	Total Est. Cost	Tenant Proportionate Share (Annual)						Total Commercial Base Tenant Space	sq ft. 9822
OPERATING EXPENSES:									
CLEANING		\$0							
FIRE PROTECTION AND SAFETY									
HVAC EXPENSE (Maintenance & Repair)		\$912.00							
SNOW REMOVAL EXPENSE (CAPPED)	\$2,800.00	\$1,057.92							
UTILITIES FOR PREMISES		\$0							
ADMINISTRATION & MANAGEMENT		\$0							
REPAIRS AND SITE SPECIFIC MAINTENANCE (CAPPED)		\$4,000.00							
INCLUDING WASTE REMOVAL									
	SUB TOTAL	\$5,809.92							
PROPERTY TAXES		\$1,277.60							
	SUB TOTAL	\$7,087.52							
		\$3,648.00							
		\$1.00							
TOTAL ADDITIONAL RENT		\$11,474.98							

Note: Tenant responsible for cleaning unit.
 Note to be provided by Landlord & to be partially capped as per Clause 1.1 (i)
 \$0.25 psf as per RFP Proposal
 Capped as per Clause 1.1 (i)
 Separately metered. Payable by Tenant.
 No Cost. Included in Basic Rent as per RFP Proposal
 Subject to Capped Cost

As provided by Landlord and to be verified using BCMA standards
 As provided by Landlord and to be verified using BCMA standards

ALL COSTS FOR ADDITIONAL RENT TO BE VERIFIED BY RECEIPTS AND RECONILED ANNUALLY AS PER PROVISION 5.5

APPENDIX "A"
CONFIDENTIAL

- Released in
Public

Chair and Members
Corporate Services Committee

#19110
July 23, 2019
(Award Contract)

**RE: Lease Agreement - 177/179 Dundas Street - Field House
(Subledger FG190010)
Capital Project PD1217 - Dundas Place Field House
Westang Home Services - \$10,000.00 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the Capital Works Budget, and that subject to the adoption of the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing 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>
Leasehold Improvements	\$375,494	\$10,176	\$385,670	\$375,494	\$10,176
NET ESTIMATED EXPENDITURES	<u>\$375,494</u>	<u>\$10,176</u>	<u>\$385,670</u>	<u>\$375,494</u>	<u>\$10,176</u>
<u>SOURCE OF FINANCING</u>					
Capital Levy	\$170,000		\$170,000	\$170,000	
Debenture Quota	110,000		110,000	110,000	
Capital Receipts	2) 95,494	10,176	105,670	95,494	10,176
TOTAL FINANCING	<u>\$375,494</u>	<u>\$10,176</u>	<u>\$385,670</u>	<u>\$375,494</u>	<u>\$10,176</u>

1) Financial Note:

Contract Price	\$10,000
Add: HST @13%	1,300
Less: HST Rebate	(1,124)
Net Contract Cost	<u>\$10,176</u>

2) The additional funding requirement of \$10,176 (including H.S.T.) is available as a transfer from Capital Receipts (unused capital levy).

lp

Kyle Murray
Director of Financial Planning & Business Support

SCHEDULE "A"
LEASE AGREEMENT

CENTENNIAL HOUSE LIMITED

- and -

THE CORPORATION OF THE CITY OF LONDON

LEASE

Municipal Address of Property:

Unit 4,
520 Wellington Street
London, Ontario

Morrison Brown Sosnovitch LLP
Barristers and Solicitors
1 Toronto Street
P.O. Box 28, Suite 910
Toronto, Ontario M5C 2V6

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

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SCHEDULES

Schedule "A"	Rules and Regulations
Schedule "B"	n/a
Schedule "C"	Terms of Option to Extend
Schedule "D"	n/a

THIS LEASE, dated the ___ day of July, 2019, is made and entered into by the Landlord and Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

ARTICLE 1.0 - BASIC TERMS, SCHEDULES, DEFINITIONS

1.01 BASIC TERMS

- (a) (i) Landlord: **CENTENNIAL HOUSE LIMITED**
- (ii) Landlord Address: c/o Briarlane Rental Property Management Inc.
85 Spy Court, Suite 100
Markham, Ontario L3R 4Z4
Tel No. (905) 944-9406 Fax No.: (905) 944-9083
- (b) Tenant: **THE CORPORATION OF THE CITY OF LONDON**
- (c) Indemnifier: n/a
- (d) Premises: Unit 4,
520 Wellington Street, London, Ontario
- (e) Floor Area: One Thousand Two Hundred and Eighty-One (1,281)
square feet
- (f) (i) Term: Five (5) years and Six (6) months
- (ii) First Day of the Term: January 1, 2020, subject to Section 1.01(f)(v) herein
- (iii) Termination Date: June 30, 2025, subject to Section 1.01(f)(v) herein
- (iv) Extension Options: One (1) term of Five (5) years consecutive to the term of
this Lease on the terms and conditions as more
specifically provided for in Schedule "C" hereto.
- (v) Vacant Possession: If the Landlord is unable to deliver vacant possession of
the Premises to the Tenant for any reason, then all
relevant dates shall be extended to correspond with the
period of delay, and the validity of this Lease and the
parties' related obligations will not be affected, except
that where the Landlord is unable to deliver vacant
possession of the Premises for more than Two (2)
months after the expected First Day of the Term this
Lease will be voidable.

(g) Basic Rent - Semi-Gross:

Period	Rent per Sq. Foot	Rent per Annum	Rent per month
January 1, 2020 to December 31, 2021	\$7.75	\$9,927.75	\$827.32
January 1, 2022 to December 31, 2023	\$8.00	\$10,248.00	\$854.00
January 1, 2024 to June 30, 2025	\$8.25	\$10,568.25	\$880.68

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

- (h) Use of Premises: The Premises shall be used only as offices or for such
other use only as approved in writing by the Landlord.

- (i) "As is, where is": The Tenant accepts the Premises in an "as is, where is" condition. The Landlord shall ensure that the heating and cooling system is in good working order on the First day of the Term.
- (j) Early Occupancy/Fixturing Period: The Landlord shall grant the Tenant early occupancy of the Premises free of Gross Rent from October 1, 2019 to December 31, 2019 in order for the Tenant to complete its renovations and alterations of the Premises. This occupancy will be conditional upon the Tenant obtaining insurance as set out herein prior to such occupancy. The Tenant will also be responsible for the payment of Additional Rent and will be bound by all other terms and conditions of this Lease during this period including proof of insurance provided to the Landlord as set out in Section 9.01 hereof.

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

1.02 SCHEDULES

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

1.03 DEFINITIONS

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

1. Additional Rent shall mean all sums of money and charges, other than Basic Rent, which are required to be paid by the Tenant pursuant to any provision of this Lease.
2. Basic Rent means the annual rent plus HST described in Section 1.01(g) hereof.
3. Basic Terms means those terms set out in Section 1.01.
4. Building means the building in which the Premises are located, municipally known as 520 Wellington Street, London, Ontario.
5. Common Areas means all lands, improvements, facilities, utilities, installations and equipment which are provided or designated (and which may be altered, reconstructed, expanded or withdrawn from and added to such designation, all subject to the provisions of this Lease) from time to time by the Landlord for the use by the Tenant and its agents, invitees, servants, employees, licensees and customers in common with others and includes, without limitation, the Parking Areas; sidewalks and landscaped areas; loading areas and freight elevators; pylon signs; electrical systems and equipment; alarm systems; heating, ventilating, air-conditioning, plumbing, drainage and other mechanical systems and equipment; general signs and information facilities; public telephones, public lockers and coat checking facilities; decor, furnishings, fountains and features; public washrooms, maintenance workshops, boiler and fan rooms and trash disposal facilities. Common Areas shall exclude those areas, facilities, utilities, improvements, equipment and installations which are not designated or intended by the Landlord to be leased to, or used by, tenants of the Building.
6. Common Area Costs means all of the Landlord's costs, charges and expenses of repairing, operating, insuring, replacing and maintaining the Complex including the Common Areas from time to time including, without limitation or duplication the following:
 - (a) lighting, heating, air-conditioning and supplying water, electricity, fuel and other utilities except to the extent that such costs are charged directly to the tenants by third parties; cleaning; janitorial services and supplies; the cost of any equipment or supplies purchased, leased or rented by the Landlord for maintaining or operating the Complex; trash collection, storage and removal; operation and maintenance of any loading docks and shipping areas; operation and maintenance of public restrooms; snow and ice removal; maintaining exterior areas including exterior walls, doors, windows, signs,

fences, Parking Areas, sidewalks, walkways and curbs, landscaping, seasonal displays, including repairing and replacing as necessary; the cost of leasing or purchasing or renting any common signage or directories, the electrical systems and equipment, and the public address, music and alarm systems; planting and landscaping; business taxes, place of business taxes and other taxes levied in respect of or fairly attributable to the Common Areas; supervising, policing and security; repairs and replacements to the components of the Complex and equipment which by their nature require periodic replacement or substantial repair; Property Taxes, if not already included in Additional Rent pursuant to ARTICLE 6.0; insurance premiums if not already included in Additional Rent; the expense of operating the on-site administration office including office supplies, office expenses and personnel wages and payroll expenses of employees who are responsible for the maintenance or operation of the Complex; bookkeeping, accounting and audit costs;

- (b) periodic depreciation, calculated in accordance with generally accepted accounting practice, on the capital cost of machinery, equipment and fixtures which by their nature require periodic replacement or substantial replacement (including without limitation heating, ventilating and air-conditioning equipment and systems, public address, music and alarm systems, maintenance, janitorial and cleaning equipment and machinery, material handling equipment and machinery); plus
 - (c) an administration fee to the Landlord equal to fifteen percent (15%) of the aggregate of the aforesaid costs, charges and expenses in each year other than those in respect of Property Taxes, insurance premiums, and depreciation.
7. Complex means the lands comprising the premises known municipally as 520 Wellington Street, London, Ontario and all buildings and improvements from time to time erected thereon and their appurtenances, all as the same may be expanded or altered in accordance with this Lease from time to time, excluding any residential components.
 8. Fixturing Period means the period as set out in paragraph 1.01(j) during which the Tenant shall be entitled to access to and possession of the Premises for the purpose of fixturing and stocking the Premises.
 9. Floor Area, floor area means the area, expressed in square feet or such other unit as the Landlord may determine, of each floor in each interior rentable premise in the Complex, calculated by measuring from the exterior surfaces of the exterior walls and of all walls adjoining Common Areas, from the center line of party or demising walls separating two or more rentable areas and from the lease line separating areas where no wall exists, all without deduction or exclusion for any space occupied by or used for columns, stairs, elevators, escalators or other interior construction or equipment or for any storefront or doorway areas recessed from the lease line, the confirmation of which by the Landlord's architect is to be conclusive, and when used in respect of the Premises means the area of each floor in the Premises, calculated as aforesaid, as set out in Section 1.01(e). The floor area of kiosks shall be determined by measurement of the Landlord acting reasonably. Notwithstanding anything to the contrary in this Lease, in no event shall the floor area be less than the amount set out in Section 1.01(e).
 10. Gross Leaseable Area of the Complex or any specified portion thereof means the aggregate, from time to time, of all leaseable floor areas in all interior rentable premises in the Complex or in such specified portion, as the case may be; provided that the floor areas of any offices, kiosks, any storage spaces, basement areas, mezzanines, temporary display areas and any food supermarkets shall be excluded.
 11. HST means the taxes levied, rated, charged or assessed pursuant to The Excise Tax Act in connection with this Lease; the rent payable hereunder and/or services provided to the Tenant by the Landlord.
 12. Indemnifier means the party or parties described in Section 1.01(c) and its heirs, executors, administrators and successors.
 13. Landlord means Centennial House Limited and its successors and assigns.
 14. n/a
 15. Lease means this lease as from time to time amended in writing by the parties hereto.
 16. Lease Year means, in the case of the first Lease Year, the period beginning on the earlier of the First Day of the Term set out in Section 1.01(f)(ii) and terminating twelve (12) months from the last day of the month in which the First Day of the Term occurs (except that if the First Day of

the Term occurs on the first day of a month, the first Lease Year shall terminate on the day prior to the first anniversary of the First Day of the Term) and, in the case of each subsequent Lease Year, means each twelve (12) month period after the first Lease Year, the last of which shall terminate on the Termination Date.

17. Minimum Rent means the rent set out in Section 1.01(g) and payable in accordance with ARTICLE 4.0.
18. Notice includes without limitation, requests, demands, designations, statements or other writings in this Lease required or permitted to be given by the Landlord to the Tenant or to the Landlord and all originating notices of motion, affidavits and any other ancillary documents in support of all legal proceedings.
19. Parking Areas means the paved portions of the Complex lands which have been and are to be allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed in the Complex.
20. Premises means that portion of the Complex referred to in Section 1.01(d) hereof.
21. n/a.
22. Property Taxes means all taxes, rates, duties, assessments, local improvement rates, impost charges or levies which may be levied, rated, charged or assessed against property, whether real or personal, moveable or immovable, by any authority having jurisdiction, whether municipal, federal, provincial, school board, utility commission or other, now charged or chargeable or hereafter charged or chargeable upon the Complex or upon the Landlord on account thereof, and includes any taxes or levies which may be imposed on the Landlord, or anyone else on account or in lieu thereof, whether or not forming a charge on the property itself, and any other taxes, rates, duties, assessments or levies which may hereafter be levied in lieu of, or of a nature similar to the foregoing, and whether recurring annually or at other intervals or on a special or single instance basis only. In the event that during the Term the legislation enacting Property Taxes is amended to replace the taxes previously levied with a new tax or taxes whether levied on the same basis or a different basis by the same level of government or not, the definition of Taxes shall be amended accordingly with the intent that the tax obligations as previously borne by the Tenant shall not be shifted from the Tenant to the Landlord.
23. Proportionate Share of Tenant, Tenant's Proportionate Share means, in respect of each item or category of Additional Rent relating to the Premises and any or all other rental premises in the Complex, that proportion of the amount of such item or category of Additional Rent which the Floor Area of the Premises bears to the Gross Leaseable Area of either the Complex or of the portion of the Complex, including the Premises, to which such item or category of Additional Rent relates, as the case may be.
24. Rent means the Semi-Gross Rent, Additional Rent and any other amount payable by the Tenant pursuant to this Lease.
25. Rules and Regulations means those rules and regulations attached to this Lease as Schedule "A" and all amendments and additions thereto made by the Landlord in accordance with this Lease.
26. Semi-Gross Rent means the annual rent plus HST described in Section 1.01(g) hereof. Semi-Gross Rent includes the Tenant's share of Common Area Costs but does not include Property Taxes or other amounts payable by the Tenant hereunder.
27. Tenant means the party or parties described in Section 1.01(b) and its heirs, executors, administrators, successors and permitted assignees thereof.
28. n/a
29. Termination Date means the date set out in Section 1.01(f)(iii).

ARTICLE 2.0 - GRANT OF LEASE

2.01 DEMISE

The Landlord hereby leases to the Tenant and the Tenant leases from the Landlord, for the Term and upon and subject to the covenants and conditions hereinafter expressed, the Premises. The parties having inspected the premises acknowledge that the Tenant agrees to accept the premises in the condition it is in

as of the First Day of the Term subject to the performance by the Landlord of any work required to be done by pursuant to any offer to lease or agreement to lease between the parties for these Premises. The Tenant acknowledges that it has inspected the Premises and agrees to accept same in an "as-is" condition.

2.02 LICENCE TO USE COMMON AREAS

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

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

2.03 RELOCATION OF PREMISES

Tenant agrees that, despite any other provision of this Lease, Landlord has the right at any time during the Term to relocate the Premises to alternative space within the Complex, provided that the new premises (the "New Premises"), as relocated, shall be in all material respects reasonably comparable to the current Premises. The Landlord shall provide eight (8) months written notice of its intention to relocate the Tenant. In the event the Landlord exercises its right to relocate, the Landlord shall pay, without duplication and upon being furnished with invoices or other proof of payment reasonably satisfactory to the Landlord, the direct out-of-pocket costs incurred by the Tenant solely as a result of relocating to the New Premises. In no case will Tenant be reimbursed or compensated for indirect costs including overhead, overtime charges or loss of profits and Tenant agrees to minimize its costs by re-using all fixtures and trade fixtures where it is feasible to do so in the New Premises. The Tenant will surrender possession of the Premises upon the relocation date set forth in the relocation notice (the "Relocation Date") from the Landlord, failing which Tenant shall be deemed to be overholding in the Premises. Landlord's exercise of its rights under this section does not constitute a re-entry or a breach of Landlord's covenant for quiet enjoyment contained in this Lease or implied by law. The terms and conditions of this Lease shall be deemed to be amended as of the Relocation Date and the New Premises shall be referred to as Premises thereafter.

2.04 SEMI-GROSS LEASE

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

ARTICLE 3.0 - TERM, COMMENCEMENT

3.01 TERM

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

ARTICLE 4.0 - RENT

4.01 SEMI-GROSS RENT

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

4.02 ADJUSTMENT OF SEMI-GROSS RENT

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

4.03 PAYMENT OF SEMI-GROSS RENT

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

4.04 PRO RATA ADJUSTMENT OF RENT

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

4.05 PAYMENT OF RENT GENERALLY

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

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

4.06 ARBITRATION

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

ARTICLE 5.0 - ADDITIONAL RENT

5.01 ADDITIONAL RENT

The Tenant shall pay to the Landlord as Additional Rent the Tenant's Proportionate Share of all Property Taxes attributable to the Complex, in accordance with ARTICLE 6.0 and all other taxes described in Section 6.01 and such other sums, amounts, costs, charges, or increases therein as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to Semi-Gross Rent.

5.02 ESTIMATE OF ADDITIONAL RENT

The Landlord may, in respect of the items of the Additional Rent contemplated by Section 5.01, compute bona fide estimates of the amounts which are anticipated to accrue in the next following Lease Year, calendar year or fiscal year, or portion thereof, as the Landlord may determine is the most appropriate period for each item or category of Additional Rent. The Property Taxes payable by the Tenant for 2019 is estimated to be \$1.50 per square foot per annum. The Tenant acknowledges that the foregoing is an estimate only and the Landlord shall not be bound by such estimate and the Tenant shall pay the full amount of Additional Rent in accordance with the terms of this Lease. If it is determined that the Tenant has overpaid Additional Rents, such overpayment will be credited to the Tenant at the earliest opportunity to do so.

5.03 PAYMENT OF ADDITIONAL RENT

With respect to any Additional Rent which the Landlord elects to estimate from time to time pursuant to Section 5.02, following receipt of the written notice of the estimated aggregate amount of the Tenant's share thereof, the Tenant shall pay to the Landlord the amount of such estimated aggregate share, in equal consecutive monthly instalments payable with monthly instalments of Minimum Renewal when due, pursuant to Section 4.05. With respect to any Additional Rent which the Landlord has not elected to estimate from time to time pursuant to Section 5.02, the Tenant shall pay to the Landlord the amount of the Tenant's share of such Additional Rent, determined pursuant to the applicable provisions of this Lease, within fifteen (15) days of receipt of an invoice therefor.

5.04 PRO RATA ADJUSTMENT OF ADDITIONAL RENT

In the event this Lease commences, expires or is determined before the end of the period for which any item or category of Additional Rent would otherwise be payable, the amount thereof payable by the Tenant shall be apportioned and adjusted in accordance with Section 4.04.

5.05 REVIEW OF ADDITIONAL RENT

No party hereto may claim a re-adjustment in respect of any Additional Rent whether paid or payable in instalments or otherwise, if based on any error of estimation, allocation, calculation or computation thereof, unless claimed in writing prior to the expiration of one year from the date that the statement provided for in Section 5.04 is sent to the Tenant.

ARTICLE 6.0 - TAXES

6.01 TAXES

The Tenant shall pay as Additional Rent, a share of the Complex Property Taxes as determined by the Landlord acting reasonably, the cost of making such determination to be included as part of Additional Rent. In making such determination the Landlord shall have the right, without limiting its right to do

otherwise, to establish separate assessments for the Premises and all other portions of the Complex by using such criteria as the Landlord acting reasonably, shall determine to be relevant, including, without limitation:

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

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

6.02 CONTEST OF PROPERTY TAXES

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

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

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

6.03 TENANT'S TAXES

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

6.04 FAILURE TO PAY TAXES

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

ARTICLE 7.0 - COMMON AREAS

7.01 LANDLORD'S RESPONSIBILITY

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

7.02 TENANT'S USE OF COMMON AREAS

The non-exclusive right and licence granted to the Tenant, its agents, invitees, servants, employed, licensees and customers pursuant to Section 2.02 may be exercised only during the business hours which

pertain under this Lease and subject to the Rules and Regulations of the Complex and to the other provisions of this Lease.

7.03 NO OBSTRUCTION

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

7.04 TEMPORARY ALLOCATION OF COMMON AREAS

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

ARTICLE 8.0 - UTILITIES, HVAC COSTS

8.01 HVAC

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

8.02 TENANT'S UTILITIES

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

ARTICLE 9.0 - INSURANCE

9.01 TENANT'S INSURANCE

- (a) The Tenant shall take out and keep in full force and effect throughout the Term and during such other time as the Tenant occupies the Premises or any part thereof:
 - (i) "all risk" insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements, including any leasehold improvements made previously by any tenant or person in the Premises and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, in an amount equal to the full replacement value thereof, which amount shall be determined by the decision of the Landlord, acting reasonable, in the event of a dispute;
 - (ii) broad boiler and machinery insurance on any such equipment in the Premises;
 - (iii) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage or loss upon, in or about the Premises or otherwise howsoever arising out of the operations of the Tenant or any person conducting business from the Premises, to the combined limit as may be reasonably required by the Landlord from time to time but, in any case, of not less than Two Million Dollars (\$2,000,000) in respect to injury or death to a single person and in respect of any one accident concerning property damage;
 - (iv) owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business; and
 - (v) such other insurance in such amounts and upon such terms as the Landlord may determine from time to time on consultation with its insurance advisors.

- (b) Each policy of insurance required of the Tenant as aforesaid except the owned automobile insurance shall name the Landlord, Briarlane Rental Property Management Inc. and any persons or corporations designated by the Landlord as additional insureds as their interests may appear and shall include a waiver of rights of subrogation against the Landlord, Briarlane Rental Property Management Inc., and the Tenant and, as appropriate, a cross-liability and/or severability of interest clause protecting the Landlord against claims by the Tenant as if the Landlord were separately insured and protecting the Tenant against claims by the Landlord as if the Tenant were separately insured as well as a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days prior written notice. All such policies will be with insurers acceptable to the Landlord and in a form satisfactory to the Landlord and the Tenant will deliver to the Landlord a copy of all such policies or certificates of such insurance.

9.02 LANDLORD'S INSURANCE

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

- (a) standard fire insurance and extended coverage or additional perils supplemental contracts on the buildings and improvements, except foundations, comprising the Complex in an amount such as would be carried by a prudent owner, subject to such deductions and exceptions as the Landlord may determine, against fire and such other hazards covered by policies normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any rental loss which may be sustained; and
- (b) comprehensive public liability insurance in respect of the Complex of a kind and in an amount such as would be carried by a prudent owner,

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

9.03 INCREASES IN RATES

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

ARTICLE 10.0 - USE AND OCCUPATION

10.01 QUIET ENJOYMENT

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

10.02 USE

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

10.03 COVENANT TO OPERATE

intentionally deleted.

10.04 CHARACTER OF BUSINESS

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

10.05 HOURS OF BUSINESS

intentionally deleted.

10.06 RULES AND REGULATIONS

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

10.07 SIGNS

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

10.08 COMPLIANCE WITH LAWS

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

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

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

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

10.09 NUISANCE

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

ARTICLE 11.0 -CLEANING, REPAIR

11.01 CLEANING

- (a) The Tenant shall keep the Premises and, without limitation, the inside and outside of all glass, windows and doors of the Premises and all exterior surfaces of the Premises, in a neat, clean and sanitary condition and shall not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Premises but rather shall dispose of the same in accordance with the Rules and Regulations.
- (b) The Tenant shall, immediately before the termination of the Term, wash the floors, windows, doors, walls and woodwork of the Premises and shall not, upon such termination, leave upon the Premises any refuse, garbage or waste material.
- (c) The Tenant shall pay for its own janitor service, cleaning of debris, removal of garbage and such other costs as may be incurred in cleaning in accordance with this Section 11.01.
- (d) In the event the Tenant fails to clean in accordance with this Section 11.01 upon notice so to do from the Landlord, the Landlord may clean the same and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.

11.02 TENANT'S REPAIRS

- (a) The Tenant shall repair the Premises, always excepting reasonable wear and tear and repairs which are the responsibility of the Landlord pursuant to this ARTICLE 11.0, but including any damage to or breakage of glass, plate glass, shop windows, mouldings, storefronts, signs, doors, hardware, lighting, wiring, plumbing, heating and ventilating and other equipment, improvements partitions, walls, fixtures, thresholds and all trade fixtures and furnishings of the Tenant or otherwise in or for the Premises, and shall redecorate as required and maintain in good condition the interior of the Premises, any appurtenances thereto, any improvements now or hereafter erected or installed therein and any apparatus or equipment of the Tenant therein or therefor, provided, however, that the Tenant's obligation to repair shall not include repairs to the roof or to structural or other outside walls (except plate glass and all doors, grills and/or sliding panels leading from the Premises) of the Premises unless the need to repair is caused by the default or negligence of the Tenant, its agents, employees, invitees or licensees, in which case the Landlord shall repair and the Tenant shall pay to the Landlord as Additional Rent the cost thereof forthwith upon demand.
- (b) The Tenant shall keep well-painted at all times the interior of the Premises in accordance with the reasonable requests of the Landlord, using colours which shall first be approved in writing by the Landlord; shall keep all plumbing facilities within the Premises and all drains therefrom in good repair and working order; will not enter, nor will it cause, suffer or permit entry, on to any roof in the Complex, without being accompanied by an authorized representative of the Landlord, and will not make any opening in the roof without the prior written consent of the Landlord.
- (c) The Tenant, its employees or agents shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the written approval of the Landlord.
- (d) The Tenant shall install and maintain any fire detection or fighting equipment and emergency-lighting in the Premises, whether required by the Landlord, any government authority having jurisdiction, or any insurer, and whether required before or during the Term of this Lease. In the event that the Tenant's positioning off its fixtures or other equipment requires adjustments to the sprinkler system the same will be done by the Landlord at the Tenant's expense.
- (e) The Tenant shall be responsible for the costs of all repairs and replacements to the HVAC system servicing the Premises.

11.03 VIEW REPAIRS

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

11.04 LANDLORD MAY REPAIR

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

11.05 LANDLORD'S REPAIRS

- (a) The Landlord shall make all repairs or replacements to the heating and ventilating apparatus of the Complex, other than such apparatus as may be the property of or installed by or located within the premises of a tenant of the Complex, including the Tenant.
- (b) The Landlord shall be responsible for all structural repairs to the Premises, repairs to the roof, foundations and bearing structure of the Complex and repairs of damage to the Complex caused by perils against which the Landlord is obligated to insure hereunder.
- (c) Notwithstanding the other provisions of this Section 11.05, the Landlord shall not be obligated to make repairs or replacements caused by any default or negligence of the Tenant, its agents, employees, invitees or licensees, which repairs and replacements may be made by the Landlord at the Tenant's cost in like manner to the provisions of Section 11.04.
- (d) The Landlord shall not be liable for any loss or damage to any person or property for its failure to repair in accordance with this Section 11.05, unless such loss or damage is caused by the intentional default or gross negligence of the Landlord and is not specifically excepted pursuant to Section 15.02.
- (e) The Landlord shall keep painted those parts of the exterior of the Premises requiring painting other than the Tenant's storefront or such other parts of the exterior as may have been installed by or at the request of the Tenant.
- (f) In fulfilling its obligations pursuant to this Section 11.05, the Landlord shall be entitled to enter the Premises and shall act as expeditiously as is reasonably possible in the circumstances.
- (g) Nothing contained in this Section 11.05 shall derogate from the provisions of ARTICLE 13.0.

ARTICLE 12.0 - ALTERATIONS, FIXTURES

12.01 TENANT'S ALTERATIONS

- (a) The Tenant shall have the right to make any alterations and improvements of the Premises except to the structural portions thereof including the installation of trade fixtures, exterior signs, floor covering, interior lighting, plumbing fixtures, shades, awnings, exterior decorations upon receipt of the Landlord's written approval thereto, such consent not to be unreasonably withheld in the case of alterations, additions as improvements to the interior of the Premises.
- (b) All fixtures installed by the Tenant shall be new, provided that the Tenant may install its usual trade fixtures in its usual manner so long as such installation has first been approved by the Landlord and does not damage the structure of the Complex.
- (c) The Tenant shall not install in or for the Premises any special locks, safes, apparatus for illumination, air-conditioning, cooling, heating, refrigerating, or ventilating the Premises without first obtaining the Landlord's written approval thereto.
- (d) When seeking the approval of the Landlord as required by this Section 12.01, the Tenant shall present to the Landlord plans and specifications of the proposed work and shall pay the expense of any consultants retained by the Landlord to review the said plans and specifications. The Tenant will ensure that all work authorized by this Section 12.01 shall be in compliance with all applicable laws, by-laws and codes.

- (e) The Tenant shall promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises and/or the Complex and should any claim of lien be made or filed the Tenant shall discharge the same in accordance with Section 15.03.

12.02 EFFECT OF ALTERATIONS

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

12.03 REMOVAL OF FIXTURES

- (a) So long as the Tenant is not in default hereunder at the expiration of the Term, the Tenant shall then have the right to remove its trade fixtures but shall make good any damage caused to the Premises resulting from the installation or removal thereof; provided that on such expiration of the Term all alterations, additions, improvements and fixtures constructed and installed in the Premises and attached in any manner to the floors, walls or ceiling including any floor covering and light fixtures, are hereby deemed not to be trade fixtures and shall remain upon and be surrendered with the Premises and become the property of the Landlord absolutely, except to the extent the Landlord requires removal thereof pursuant to Section 12.03(d).
- (b) If the Tenant fails to remove its trade fixtures and restore the Premises as aforesaid, all such trade fixtures shall become the property of the Landlord except to the extent that the Landlord continues to require removal thereof pursuant to Section 12.03(d).
- (c) Should the Tenant abandon the Premises or should this Lease be terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, at the expiration of the applicable notice period, all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) shall, except to the extent the Landlord requires the removal thereof pursuant to Section 12.03(d), become and be deemed to be the property of the Landlord, without indemnity to the Tenant and as additional liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord.
- (d) Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord pursuant to the other provisions of Section 12.03, the Tenant shall forthwith remove the same and shall make good any damage caused to the Premises resulting from the installation or removal thereof, all at the Tenant's expense, should the Landlord so require by notice to the Tenant and whether or not the Term of this Lease has expired or otherwise been terminated.
- (e) If the Tenant, after receipt of a notice from the Landlord pursuant to Section 12.03(d), fails to promptly remove any trade fixtures, furnishings, alterations, additions, improvements and fixtures in accordance with such notice, then the Landlord may enter into the Premises and remove therefrom all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense shall forthwith be paid by the Tenant to the Landlord.

12.04 LANDLORD'S ALTERATIONS

- (a) The Landlord reserves the rights to:
 - (i) make any changes or additions to the equipment, appliances, pipes, conduits, ducts or structures of any kind in the Premises where necessary to serve adjoining premises or other parts of the Complex;
 - (ii) alter the location and nature of the Common Areas including the Parking Areas and including reducing the number of Parking spaces or changing the layout of the Parking Areas and erect additions thereto or extend any part of the Common Areas;
 - (iii) make alterations or additions to the buildings and facilities of the Complex;

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

12.05 ADJUSTMENT OF FLOOR AREA

In the event that the Floor Area set out in Section 1.01(e) is thought by a party to this Lease to be incorrect, such party may cause the Premises to be measured by the Landlord's architect and the Floor Area shall be revised accordingly with a corresponding adjustment in Semi-Gross Rent and the Tenant's Proportionate Share of Additional Rent pursuant to Section 4.02.

ARTICLE 13.0- SUBSTANTIAL DAMAGE AND DESTRUCTION, EXPROPRIATION

13.01 NO ABATEMENT

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

13.02 SUBSTANTIAL DESTRUCTION

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

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

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

Tenant shall be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion thereof.

13.03 ARCHITECT'S CERTIFICATE

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

13.04 REBUILDING

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

13.05 EXPROPRIATION

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

13.06 TERMINATION ON DEMOLITION

If at any time the Landlord shall have decided to substantially re-develop or re-construct the Complex to the extent that vacant possession of the Premises is necessary or expedient, or to demolish the building of which the Premises are a part, the Landlord may terminate this Lease by giving six (6) months' notice in writing to the Tenant. Provided that if the Landlord is not ready to commence work as of the effective date of the termination the Tenant may stay, at the Landlord's option, on as a monthly tenant on the same lease terms until the earlier of thirty (30) days before the work is ready to be commenced or the end of the lease term as otherwise determined.

ARTICLE 14.0 - ASSIGNMENT AND SUBLETTING

14.01 ASSIGNING OR SUBLETTING

- (a) The Tenant shall not assign this Lease in whole or in part nor sublet all or any part of the Premises without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Section 14.01. The Tenant may not, under any circumstances, sublet only a portion of the Premises. If the proposed assignee or subtenant is not, in the Landlord's opinion, of equal or better credit worthiness as the Tenant, it shall not be deemed to be unreasonable for the Landlord to require such further covenants or a security deposit to be given as a condition of the consent.
- (b) Notwithstanding any assignment or sublease, the Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.
- (c) If the Lease is assigned or if the Premises are sublet or occupied by anybody other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion thereof, to the rent herein reserved.
- (d) No assignment or sublease shall be made or proposed other than to responsible persons, firms, partnerships or bodies corporate who undertake to perform and observe the

obligations of the Tenant hereunder by entering into an assumption agreement directly with the Landlord on a form to be prepared by the Landlord at the Tenant's expense.

- (e) the prohibition against assigning or subletting, without the consent required by this Section 14.01, shall be construed to include a prohibition against any assignment or sublease by operation of law.
- (f) The consent by the Landlord to any assignment or sublease shall not constitute a waiver of the necessity for such consent to any subsequent assignment or sublease.
- (g) Notwithstanding any assignment, sub-letting, transfer or other event referred to in this Article, the Tenant and any Indemnifier shall not be relieved of liability by any subsequent amendment of the terms hereof between the Landlord and the assignee or any other party or any granting of time, renewals, extensions, indulgences, releases, discharges or other arrangements with the assignee or any other party. Any assignment or other document effecting a transaction to which the Landlord's consent is required shall be in a form satisfactory to the Landlord. Any assignment or sublease shall at the Landlord's option be on the Landlord's form and shall in any event contain a covenant by the assignee or the sublessee with the Landlord that it will observe and perform all of the Tenant's obligations contained in this Lease. Any such document shall be reviewed by the Landlord and its solicitors or prepared by them all at the expense of the Tenant. The Landlord shall be entitled to the receipt of any rental in excess of that payable hereunder or consideration received by the Tenant from an assignee or subtenant as a result of such sublease or assignment which consideration is in excess of the fair market value of the Tenant's fixtures or business being sold to such permitted assignee or subtenant. The Tenant shall provide such information as is reasonably requested by the Landlord including a copy of the Agreement of Purchase and Sale, the proposed form of sublease or assignment and information concerning the proposed assignee as is necessary to evaluate the proposed subtenant.
- (h) If the Tenant shall request the Landlord's consent (except for mortgaging or similar purposes) under this Article to a party not continuing the business of the Tenant in the Premises, the Landlord shall have an option to terminate this Lease or in the event of a Sublease of part of the Premises with respect to that part being sublet. Such option shall be exercisable by notice delivered by the Landlord to the Tenant within fifteen (15) days of the request for consent. If the Landlord so exercises its option, the Tenant shall have the right within fifteen (15) days to withdraw its request for consent by notice in writing to the Landlord, and in that event, the exercise of the option by the Landlord and the request for consent shall have no further force and effect according to its terms (including this provision).

14.02 BULK SALE

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

14.03 ADVERTISING FOR SUBLEASE

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

14.04 SUBORDINATION AND ATTORNMENT

- (a) This Lease is subordinate to any mortgage or mortgages, or lien resulting from any other method of financing or refinancing, now or hereafter in force against the Complex or any part thereof, as now or hereafter constituted, and to all advances made or hereafter to be made upon the security thereof. Upon the request of the Landlord and by way of such document as may be required by the Landlord, the Tenant shall evidence its subordination.
- (b) The Tenant shall, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any mortgage or other

method of financing or refinancing made by the Landlord in respect of the Complex, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, should such encumbrancer so elect and require by notice in writing to the Tenant. The Tenant acknowledges that upon receipt of notice requiring it to attorn in accordance herewith, it shall be deemed to attorn without the necessity for any written acknowledgement.

- (c) No subordination or attornment as required by this Section 14.04 shall have the effect of disturbing the Tenant's occupation and possession of the Premises, provided that the Tenant is not in default hereunder and complies with all of the covenants, terms and conditions hereof.

14.05 ESTOPPEL CERTIFICATE, ACKNOWLEDGEMENTS

- (a) Whenever requested by the Landlord or an encumbrance holder or other third party having an interest in the Complex, the Tenant shall promptly, and in any event, within ten (10) days of request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the status and validity or otherwise of this Lease, and the state of the rental account hereunder, and such other information as may reasonably be required, including a copy of the Tenant's most recent audited financial statements.
- (b) On request of the Landlord, the Tenant shall execute an acknowledgement of the commencement date, which acknowledgement shall be in such form as may be reasonably required by the Landlord, and the Tenant shall transmit such acknowledgement to the Landlord forthwith.

14.06 SALE BY THE LANDLORD

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

ARTICLE 15.0 - INDEMNITY, LIENS

15.01 TENANT'S INDEMNITY

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

15.02 PERSONAL INJURY AND PROPERTY DAMAGE

- (a) The Landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Tenant or by any other person who may be upon the Premises, or for any loss or damage however caused to any property belonging to the Tenant or to its employees, agents, customers, licensees, invitees or any other person while such property is in or about the Premises save for any grossly negligent or maliciously wrongful act of the Landlord.
- (b) Without limiting the generality of the foregoing, the Landlord shall not be liable for:
 - (i) any injury or damage of any nature whatsoever to any person or property caused by failure, by reason of breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruptions of any utility or elevator or escalator or other services, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises or from the water, steam, sprinkler or drainage pipes or plumbing of the Complex or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any other tenant;

- (ii) n/a;
- (iii) loss or damage, however caused, to books, records, filed, money, securities, negotiable instruments, papers or other valuables of the Tenant; or
- (iv) under any circumstances, any indirect, consequential or business losses of the Tenant.

15.03 LIENS

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

ARTICLE 16.0 - DEFAULT, REMEDIES, TERMINATION

16.01 DEFAULT

If and whenever:

- (a) the Tenant shall be in default in the payment of any rent, whether hereby expressly reserved or deemed as such, or any part thereof on the due date on which the Tenant is to make such payment or, in the absence of such specific due date, for the ten (10) days following written notice by the Landlord requiring the Tenant to rectify the same; or
- (b) the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises, shall be taken or seized in execution or attachment, or if any writ of execution shall issue against the Tenant, or the Tenant shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver shall be appointed for the business, property, affairs or revenues of the Tenant; or
- (c) the Tenant shall fail to commence, diligently pursue and complete the Tenant's Work to be performed pursuant to any Agreement or Offer to Lease pertaining to the Premises or other agreement signed by the parties or fail to open for business when required, or vacate or abandon the Premises or threaten or commence to do so, or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as set forth in Section 1.01(h), make a bulk sale of its goods and assets which has not been consented to by the Landlord in accordance with Section 14.02 or move, commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in its routine course of the business, or part with possession of the Premises except as permitted in ARTICLE 14.0 hereof; or
- (d) the Tenant shall not observe, perform and keep each and every of the covenants, agreement, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and shall persist in such default, in the case of monetary payments, beyond the period stipulated in paragraph (a) aforesaid or, in the case of any other default, after fourteen (14) days following written notice from the Landlord requiring that the tenant remedy, correct or comply or, in the case of any such default which would reasonably require more than fourteen (14) days to rectify, unless the Tenant shall commence rectification within the said fourteen (14) day notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such default;

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

16.02 LANDLORD'S RIGHTS

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

- (a) The Landlord may perform any obligations which the Tenant should have performed or cause the same to be performed and for such purpose may enter upon the Premises and do such things thereon as the Landlord may consider requisite without effecting a termination of this Lease;
- (b) The Landlord may enter the Premises by force or otherwise at any time of the day or night and distrain upon the goods and chattels of the Tenant, or may remove and sell the goods, chattels and equipment of the Tenant without any notice or form of legal process, any rule of law to the contrary notwithstanding, and the Landlord may seize and sell the goods and chattels and the equipment, whether they are within the Premises or at any place to which the Tenant or any other person may have removed them in the same manner as if they had remained and been distrained upon in the Premises and the Landlord may follow the goods and chattels for the maximum period permitted by law, and any sale by the Landlord may, in its sole and absolute discretion be effected by public auction or private contract and either in bulk or by individual items, or partly by one means and partly by the other, and for such purpose the Landlord may at the Tenant's expense, employ such bailiffs or agents as it deems appropriate and the Landlord may distrain on the goods and chattels and remove them from the Premises, or if it sees fit leave them on the Premises, and to secure the goods and chattels it may change the locks or take other security measures on the Premises without effecting a termination of this Lease.
- (c) The Landlord may remove the goods, chattels, equipment and fixtures of the Tenant from the Premises and store them in a public warehouse or elsewhere at the cost of and for the account of the Tenant.
- (d) In order to re-let the Landlord may take possession of the Premises as agent of the Tenant and effect such alterations and repairs as it may deem necessary or advisable for the purpose of such re-letting, and it may re-let the Premises or any part thereof for such term or terms and such rental or rentals and upon such other terms and conditions as the Landlord, in its sole discretion, may deem advisable. Upon such re-letting, all rentals received by the Landlord from such re-letting shall be applied first to the payment of the Landlord's costs and expenses of such re-letting and costs of such alterations and repairs; second to the payment of any indebtedness other than Rent due from the Tenant to the Landlord; third to the payment of arrears of Rent; fourth to the payment of Rent as it falls due; and the residue, if any, shall be held by the Landlord for the account of the Tenant without interest until the end of the Term. No such re-letting nor the receipt of any such rentals from any new Tenant shall exonerate the Tenant from its obligations to pay Rent hereunder as it falls due, nor shall the creation of the relation of the Landlord and Tenant between the Landlord and any party to whom the Premises may have been re-let in any way terminate this Lease.
- (e)
 - (i) The Landlord may terminate this Lease by commencing legal action or by notice to the Tenant. Such termination may be effected either at or after the time of the breach or at any later time and notwithstanding that the Landlord may have exercised any of its other remedies including that set out under subsection (d) hereof. In the event that the Landlord or anyone claiming under it or to whom it has rented the Premises is in possession under the provisions of subsection (d) hereof, the Landlord may at any time terminate this Lease by notice to the Tenant and thereafter any then existing or later Lease of the Premises shall be for the account of the Landlord notwithstanding that such Lease may originally have been entered into as agent for the Tenant. If the Landlord enters the Premises without notice to the Tenant as to whether it is terminating this Lease under subsection (e) or proceeding under subsection (d) or any other provision of this Lease, the Landlord shall be deemed to be proceeding under subsection (d) and the Lease shall not be terminated, nor shall there be any surrender by operation of law, but the Lease shall remain in full force and effect until the Landlord notifies the Tenant that it has elected to terminate this Lease. No entry by the Landlord during the term shall have the effect of terminating this Lease without notice to that effect to the Tenant.
 - (ii) In the event of the occurrence of a default, the Landlord may at its option terminate the Lease which termination shall be deemed to have taken place the day prior to the event of default having occurred.

- (f) The Landlord shall be entitled to damages from the Tenant for breach of this Lease. If it should be necessary to determine the present value of any item of Rent, such present value shall be determined using a discount rate equal to the prime rate of The Toronto-Dominion Bank at the time less one (1%) percentage point.
- (g) At the option of the Landlord, but only in the event of bankruptcy of the Tenant the full amount of the current month's Rent and the next ensuing three (3) months' Rent shall accelerate and shall immediately become due and payable.
- (h) On any termination for default, all fixtures, Tenant's improvements or other installations in the Premises, which in law are fixtures or a part of the realty or are attached, affixed to or incorporated into or with the immovable properties situated in or upon the Building and which are not the property of the Landlord, shall at the Landlord's option forthwith become the property of the Landlord, and whether or not such fixtures are in the nature of Tenant's trade fixtures, and whether or not they would be removable by the Tenant at the expiry of the term if there had been no default.
- (i) At the option of the Landlord, to take any action to which it would be entitled if it were a secured creditor of the Tenant pursuant to the Personal Property Security Act and for the purposes thereof this Lease shall be constituted a Security Agreement for Rent owed and owing pursuant to the said Act. The Tenant hereby grants to the Landlord a continuing security interest over all its property and undertaking as security for the Rents payable hereunder.

16.03 INTEREST AND COSTS

Whenever the Landlord takes any proceedings, sends any notices, does any work, or otherwise incurs any expense or trouble or takes any action with respect to any default by the Tenant, or the Tenant is late in making any payment hereunder and whether or not legal proceedings are begun or considered in consequence of such default, and whether or not this Lease is terminated; the Landlord shall be entitled to be paid by the Tenant forthwith on demand in addition to any other amounts which may be payable or owing hereunder, all of the following which shall be deemed to be Rent payable:

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

16.04 WAIVER BY TENANT

Intentionally deleted.

16.05 REMEDIES CUMULATIVE

No reference to or exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease pursuant to Section 16.01. The failure by the Landlord to enforce any term or covenant or obligation of the Tenant contained herein shall not be deemed to be a waiver of such term, covenant or obligation, or permission for any subsequent breach of the same, and the Landlord may at any time

enforce such term, covenant or obligation. The waiver by the Landlord of any breach of any term, covenant or obligation hereof shall not be deemed to be a waiver of such term, covenant or obligation with respect to any subsequent breach. The acceptance of Rent by the Landlord subsequent to any such breach shall not be deemed to be a waiver of such breach, whether or not the Landlord had knowledge of the breach at the time of acceptance of the Rent. No payment by the Tenant, or receipt by the Landlord of any Rent or other sum from the Tenant, nor any endorsement or statement on any cheque or letter accompanying payment, nor any other statement shall be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Landlord's rights with respect to the amount actually owing, and the Landlord may with or without notice to the Tenant accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy to which it is entitled. The Landlord shall be under no obligation to the Tenant to enforce any provision of this Lease, or any provision of any other tenant.

16.06 LANDLORD NOT LIABLE

The Landlord shall not be liable for any loss or damage to the Tenant's property or business unless caused by the gross negligence or malicious wrongdoing of the Landlord.

16.07 FOR LEASE SIGNS

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

16.08 HOLDING OVER

If the Tenant continues to occupy the Premises with the consent of the Landlord after the expiration or other termination of the Term without any further written agreement and subject to immediate termination by the Landlord without notice, the Tenant shall be a monthly tenant at a minimum monthly rent equal to one and one-half times the Semi-Gross Rent as aforesaid) and Additional Rent as herein provided and subject always to all of the other provisions in this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Premises such that the Tenant shall deliver possession of the demised premises pursuant to Section 16.10 of this Lease upon termination of such monthly tenancy.

16.09 WAIVER OF RIGHTS OF REDEMPTION

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

16.10 VACATE UPON TERMINATION

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

ARTICLE 17.0 - GENERAL PROVISIONS

17.01 INDEMNIFIER

intentionally deleted.

17.02 APPROVALS

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

17.03 LANDLORD'S PERFORMANCE

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

17.04 RELATIONSHIP OF PARTIES

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

17.05 SOLE AGREEMENT AND SURVIVAL OF AGREEMENT TO LEASE

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

17.06 MODIFICATIONS

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

17.07 NO BROKERAGE COMMISSION

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

17.08 APPLICABLE LAW, COURT, LANGUAGE

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

17.09 REGISTRATION

- (a) Neither the Tenant nor anyone on the Tenant's behalf or claiming under the Tenant shall register this Lease or any permitted assignment or permitted sub-lease of this Lease or any document evidencing any interest of the Tenant in the Lease or the Premises, against the lands or any part thereof comprising the Complex or the Premises. If either party intends to register a document for the purpose only of giving notice of this Lease or of

any permitted assignments or permitted sub-lease of this Lease, then, upon request of such party, both parties shall join in the execution of a short form of this Lease (the "Short Form") solely for the purpose of supporting an application for registration of notice of this Lease or of any permitted assignment or permitted sub-lease. The form of the Short Form and of the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall (i) be prepared by the Landlord or its solicitors at the Tenant's expense; (ii) include therein a provision for, and require consent to, such registration by or on behalf of the Landlord; and (iii) only describe the parties, the Premises and the commencement date and expiration date of the Term. The Tenant agrees that registration, if any, of notice of this Lease or of any permitted assignment or permitted sub-lease by way of application pursuant to this section shall not proceed with respect to the entire Complex. The Landlord shall, in extending such consent, direct and identify from among the parcels of land comprising the Complex, the parcel or parcels within which the Premises are situate and any such notice shall be registered only against the title to such parcel or parcels. At the end of the Term the Tenant shall register an Application to Delete Notice of Lease from title at its sole cost and expense.

- (b) The Short Form shall contain a provision whereby the Tenant constitutes and appoints the Landlord and its nominees as the agent and attorney of the Tenant for the purpose of executing any instruments in writing required from the Tenant to give effect to this Section. All cost, expenses and taxes necessary to register or file the application to register notice of this Lease or of any permitted assignment or permitted sub-lease shall be the sole responsibility of the Tenant and the Tenant will complete any necessary affidavits required for registration purposes, including affidavits necessary to register a power of attorney contained in the Short Form. If requested by the Landlord, the Tenant shall execute promptly a power of attorney at any time and from time to time as may be required to give effect to this section.

17.10 CONSTRUED COVENANT, SEVERABILITY

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

17.11 TIME

Time shall be of the essence hereof.

17.12 NOTICE

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

17.13 INDEX HEADINGS

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

17.14 NUMBER AND GENDER

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

17.15 NO TRANSFER ON BANKRUPTCY

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

17.16 SUCCESSORS BOUND


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

17.17 TENANT'S ACCEPTANCE

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

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

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

Per: 

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

**THE CORPORATION OF THE CITY OF
LONDON**

Per: _____
Name:
Title:

Per: _____
Name:
Title:
We have authority to bind the Corporation

SCHEDULE "A"
RULES AND REGULATIONS

1. **REFUSE**

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

2. **OVERLOADING, SUSPENSION**

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

3. **ELECTRICAL EQUIPMENT**

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

4. **PLUMBING**

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

5. **HVAC OPERATION**

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

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

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

6. SIGNS, ADVERTISING, DISPLAY WINDOW

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

7. NO SOLICITATION

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

8. PARKING

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

9. DELIVERY

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

10. PESTS

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

11. NOTICE OF ACCIDENT, DEFECTS

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

12. EMERGENCY CONTACTS

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

13. ENTRY AFTER HOURS

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

14. PERMITS, LICENCES

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

15. TENANT'S WORK

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

16. ENTRY OUTSIDE OF NORMAL BUSINESS HOURS

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

17. USE OF PREMISES

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

18. CARE OF PREMISES

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

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

19. RESTRICTION ON FOOD

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

20. MOVING EQUIPMENT AND FURNITURE

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

21. CONDOMINIUM

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

22. FURTHER RULES AND REGULATIONS

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

SCHEDULE "B"

Intentionally deleted.

SCHEDULE "C"
TERMS OF OPTION TO EXTEND

- (a) Provided when not in default and having consistently performed its obligations pursuant to the Lease throughout the term of the Lease, the Tenant shall have the right to extend this Lease upon written notice to the Landlord at least six (6) months prior to the Termination Date for one term of Five (5) years on all the same general terms and conditions as contained in the Lease, save as to any further option to extend save as to the Semi-Gross Rent which is to be agreed upon by the Landlord and the Tenant three (3) months prior to the end of the term of this Lease and will be based on the then current rental rate for comparable space. In the event that the lease form then used by the Landlord has changed, the parties shall enter into a lease on the then current form of lease.
- (b) In the event the Semi-Gross Rent for such extension term is not agreed upon by the parties hereto on or before a date three (3) months before the end of the term of the Lease, the Semi-Gross Rent payable, subject to paragraph (c) hereof, shall be determined by arbitration pursuant to the provisions of the Arbitration Act of Ontario on the foregoing basis a single arbitrator to be agreed upon by the parties, or if the parties cannot agree upon an arbitrator, one shall be appointed in accordance with the provisions of the Arbitration Act of Ontario. The decision of the arbitrator (including any decision as to costs) shall be final and binding upon the Landlord and Tenant. Each of the Landlord and the Tenant shall provide the arbitrator with the Semi-Gross Rent it proposes and the arbitrator shall choose which proposal is closest to the fair market rental for similarly improved premises, subject to paragraph (c) hereof. The Tenant shall pay the Semi-Gross Rent calculated in paragraph (c) hereof after the end of the term and pending the arbitrator's decision, and such rent shall be adjusted forthwith after the decision of the arbitrator.
- (c) In no event shall Semi-Gross Rent during the extension term be less than the Semi-Gross Rent paid over the last year of the previous term.

SCHEDULE "D"

intentionally deleted

Strategic Priorities and Policy Committee

Report

17th Meeting of the Strategic Priorities and Policy Committee
August 26, 2019

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, S. Hillier

ALSO PRESENT: M. Hayward, A. L. Barbon, T. Badal, B. Card, I. Collins, S. Datars Bere, N. DeWitt, M. Johnson, G. Kotsifas, L. Livingstone, S. Mathers, B. O'Hagan, C. Saunders, M. Schulthess, K. Shahata, S. Stafford, J. Taylor, B. Westlake-Power and R. Wilcox.

The meeting is called to order at 4:03 PM.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 2019 Citizen Satisfaction Survey

Moved by: A. Hopkins

Seconded by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated August 26, 2019 with respect to the 2019 citizen satisfaction survey, 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)

2.2 City of London Service Review: Review of Service Delivery for Housing

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken:

a) Appendix "A", as appended to the staff report dated August 26, 2019, City of London Service Review: Review of Service Delivery for Housing, BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to determine next steps and actions based on the analysis and potential courses of action identified in the KPMG report dated August 12, 2019 with respect to a review of service delivery for housing;

c) the Civic Administration BE DIRECTED to work with London & Middlesex Community Housing (LMCH) to investigate, address and reduce the vacancy rate within their housing portfolio; and,

d) the Civic Administration BE DIRECTED to examine the development of affordable housing, consistent with the City's Service Manager legislated responsibility and report back on a recommended course of action;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 21, 2019 from C. Butler, a communication dated August 22, 2019 from A. Oudshoorn, and received a verbal delegation and submission from London & Middlesex Community Housing.

Motion Passed

Voting Record:

Moved by: J. Morgan

Seconded by: M. Salih

That the communications from C. Butler, A. Oudshoorn and London & Middlesex Community Housing (LMCH) BE RECEIVED and the delegation request of LMCH BE APPROVED to be heard at this time.

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

Motion Passed (15 to 0)

Moved by: A. Hopkins

Seconded by: A. Kayabaga

That, notwithstanding the staff report submitted to the Strategic Priorities and Policy Committee on March 4, 2019 in response to the request from the London & Middlesex Community Housing (LMCH) for changes to shareholder agreement and given the recent report from KPMG regarding LMCH, the Civic Administration BE DIRECTED to undertake a further review of the request from LMCH with respect to changes to the shareholder agreement and report back with respect to this matter.

Yeas: (5): M. van Holst, J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

Nays: (10): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Motion Failed (5 to 10)

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That parts a), b) and e) BE APPROVED, as follows:

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken:

a) Appendix "A", as appended to the staff report dated August 26, 2019, City of London Service Review: Review of Service Delivery for Housing BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to determine next steps and actions based on the analysis and potential courses of action identified in the KPMG report dated August 12, 2019 with respect to a review of service delivery for housing;

e) the Civic Administration BE DIRECTED to examine the development of affordable housing, consistent with the City's Service Manager legislated responsibility and report back on a recommended course of action;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 21, 2019 from C. Butler, a communication dated August 22, 2019 from A. Oudshoorn, and received a verbal delegation and submission from London Middlesex Community Housing.

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 A. Kayabaga

Nays: (1): S. Hillier

Motion Passed (14 to 1)

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That part c) BE APPROVED, as follows:

c) the Civic Administration BE DIRECTED to work with London Middlesex Community Housing (LMCH) to investigate, address and reduce the vacancy rate within their housing portfolio;

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)

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That part d) BE APPROVED, as follows:

d) the requested changes to the Shareholder Declaration and Articles of Incorporation for LMCH, NO ACTION be taken;

Yeas: (6): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, S. Lehman, and P. Van Meerbergen

Nays: (9): M. van Holst, J. Helmer, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Failed (6 to 9)

3. Scheduled Items

None.

4. Items for Direction

4.1 London Medical Network

That, on the recommendation of the City Manager, the following actions be taken with respect to the London Medical Network (LMN) grant:

- a) the investments made to-date by the LMN BE ACCEPTED;
- b) the LMN Governing Council BE REQUESTED to return the remaining grant of approximately \$7.3m, as soon as possible, to the City;
- c) the City of London participation in the LMN BE WITHDRAWN; and
- d) the Civic Administration BE DIRECTED to report back with a strategy for investing the approximate \$7.3 m in developing permanent housing with supports for mental health and addictions, noting this will support all services dealing with the crisis of homelessness, mental health and addictions, ultimately alleviating the pressure on those services, including the social services, shelters, hospitals and policing;

it being noted that Dr. David Hill and Paul Caplan, London Medical Network, provided a verbal presentation with respect to this matter.

Motion Passed

Voting Record

Moved by: S. Turner

Seconded by: A. Hopkins

That part d) be amended to read as follows:

- d) the Civic Administration BE DIRECTED to report back with a strategy for investing the approximate \$7.3m in developing permanent housing with supports for mental health and addictions, noting this will support all services dealing with the crisis of homelessness, mental health and addictions, ultimately alleviating the pressure on those services, including the social services, shelters, hospitals and policing.

Yeas: (9): M. van Holst, S. Lewis, M. Salih, P. Squire, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (6): Mayor E. Holder, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, and S. Hillier

Motion Passed (9 to 6)

Moved by: M. Cassidy

Seconded by: S. Lehman

Approve parts a, b and c, as follows:

That, on the recommendation of the City Manager, the following actions be taken with respect to the London Medical Network (LMN) grant:

- a) the investments made to-date by the LMN BE ACCEPTED;
- b) the LMN Governing Council BE REQUESTED to return the remaining grant of approximately \$7.3m, as soon as possible, to the City;

c) the City of London participation in the LMN BE WITHDRAWN; and,
it being noted that Dr. David Hill and Paul Caplan, London Medical Network, provided a verbal presentation with respect to this matter.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

Motion that part d), as amended, BE APPROVED.

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

Nays: (2): P. Squire, and S. Hillier

Motion Passed (13 to 2)

4.2 Delegation - V. Sharma, CEO, London Hydro Inc. - London Hydro Corporate Restructuring

Moved by: J. Morgan
Seconded by: M. van Holst

That the Civic Administration BE DIRECTED to provide a report to the Strategic Priorities and Policy Committee with respect to the corporate structure and applicable associated risk to the Corporation that would be associated with the proposed corporate restructuring, as outlined in the communication dated July 31, 2019 and presentation, both from V. Sharma, CEO, London Hydro Inc.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Additional Votes:

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

Approve the Delegation request of London Hydro.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Moved by: E. Pelozza
Seconded by: A. Kayabaga

That the Committee recess at this time.

Motion Passed

The Committee recesses at 6:45 PM, and resumes session at 7:15 PM.

4.3 2019 Corporate Asset Management Plan

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

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 City of London (City) 2019 Corporate Asset Management Plan, as outlined in the staff report dated August 26, 2019 BE APPROVED;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Manager III, Corporate Asset Management, with respect to this matter.

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. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

5. Deferred Matters/Additional Business

5.1 Middlesex-London Food Policy Council (Requires 1 Council Member)

Moved by: A. Kayabaga
Seconded by: A. Hopkins

That the City Clerk BE DIRECTED to advertise for applications of interested persons to be appointed by London City Council, to the Middlesex-London Food Policy Council.

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

Motion Passed (15 to 0)

6. Confidential (Enclosed for Members only.)

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

That the Strategic Priorities and Policy Committee convene, In Closed Session for the purpose of considering the following:

6.1 Confidential Trade Secret or Scientific, Technical, Commercial, Financial or Labour Relations Information, Supplied to the City / Personal Matters/Identifiable Individual/Solicitor-Client Privileged Advice

A matter pertaining to 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; a matter pertaining to an identifiable individual; employment-related matters; 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.

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

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

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 Strategic Priorities and Policy Committee convenes, In Closed Session, from 8:03 PM to 9:21 PM.

7. Adjournment

The meeting adjourned at 9:21 PM.

Bill No. 314
2019

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 27th day of
August, 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 August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 315
2019

By-law No. CPOL.-230(____)-_____

A by-law to amend By-law No. CPOL.-230-519, being “Policy for the Use of City of London Resources For Municipal Election Purposes” by renaming the Council Policy “Use of City of London Resources For Election Purposes” and to update the Policy to provide additional clarity, particularly as it relates to provincial and federal election campaigns and Registered Third Parties.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-230-519, being “Policy for the Use of City of London Resources For Municipal Election Purposes” by renaming the Council Policy “Use of City of London Resources For Election Purposes” and to update the Policy to provide additional clarity, particularly as it relates to provincial and federal election campaigns and Registered Third Parties;

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

1. By-law No. CPOL.-230-519, being “Policy for the Use of City of London Resources For Municipal Election Purposes” is hereby amended by deleting Schedule “A” to the By-law in its entirety and by replacing it with the attached new Schedule “A”.
2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

SCHEDULE "A"

Use of City of London Resources for Election Purposes

Policy Name: Use of City of London Resources for Election Purposes

Legislative History: Adopted October 30, 2017 (By-law No. CPOL.-230-519)

Last Review Date: August 13, 2019

Service Area Lead: City Clerk

1. Policy Statement

- 1.1 This policy clarifies the restrictions pertaining to the use of City of London resources for directly or indirectly benefitting municipal, school board, provincial and federal election campaigns or campaigns related to a question on a ballot.

2. Definitions

For the purposes of this policy

- 2.1 **Campaign-related activities** – shall mean any activities that may directly or indirectly benefit a municipal, provincial, or federal election campaign.
- 2.2 **Campaign-related signs** – shall mean any material, regardless of format, that promotes or opposes any Candidate, Third Party Advertiser or a question on a ballot, or any material that may directly or indirectly benefit an election campaign.
- 2.3 **Candidate** – means any person who has filed and not withdrawn a nomination for an elected office at the municipal, provincial or federal level in an election or by-election.
- 2.4 **City** - shall mean The Corporation of the City of London.
- 2.5 **City resources** - shall include, but not be limited to City employees, events organized or funded solely or jointly by the City, City facilities, City funds, City information and City infrastructure.
- 2.6 **Election Campaign** – shall mean any campaign related to an election or by-election at the municipal, provincial and federal level of government, or a campaign related to the submission of a question on the ballot to the electors.
- 2.7 **Third Party Advertiser** means any individual, corporation or trade union registered in accordance with Section 88.6 of the *Municipal Elections Act, 1996* Section 37.5 of the *Election Finances Act, R.S.O. 1990, c.E.7*, or Section 353 of the *Canada Elections Act, S. C. 2000, c. 9*.

3. Applicability

- 3.1 This policy shall apply to the use of City resources by any party in a manner that would directly or indirectly benefit a municipal, provincial, or federal election campaign or campaigns related to a question on a ballot.

4. The Policy

- 4.1 This policy sets out provisions for the use of City facilities, resources and infrastructure to indirectly or directly benefit an election campaign, in order to preserve the integrity in the elections process and to comply with the *Municipal Elections Act, 1996*, the *Election Finances Act* and the *Canada Elections Act*. This policy allows the City to satisfy its' legal responsibility to ensure that no Candidate, registered Third Party Advertiser or political party is provided with an unfair advantage.

Without exception, all parties shall adhere to the applicable provisions of the *Municipal Elections Act, 1996*, as amended, the *Election Finances Act (Ontario)*,

the *Canada Elections Act* (Canada), the Declaration of Office for Members of Council, the Code of Conduct for Members of Council, and the Code of Conduct for Employees regarding the use of City resources.

- 4.2 City resources, assets and funding that shall not be used by any party to directly or indirectly benefit an election campaign include, but are not limited to:
- City staff
 - City property, facilities and/or equipment, except in those cases where use of the property, facilities and/or equipment are rented in accordance with City procedures applicable to the general public and/or use of the property, facilities and/or equipment is permitted under other legislation (e.g. Election Sign By-law, etc.)
 - City funds
 - Print or electronic materials paid for by the City promoting an individual
 - Any photos or videos produced by the City, including electronic images and videos
 - City mail room supplies and services
 - City print room supplies and services
 - City technical services and equipment (e.g. computers, laptops, mobile devices and applications such as voice mail, e-mail, Internet and Intranet, City web pages and domains, etc.)
 - City brand (e.g. logos, crest, etc.)
 - Lists and files produced using City resources, with the exception of lists produced for election purposes in accordance with the *Municipal Elections Act, 1996* (e.g. Voters List).
- 4.3 City staff shall not engage in any campaign-related activities during business hours unless they are on paid or unpaid leave.
- 4.4 Campaign-related signs or materials shall not be displayed at or in City-owned or leased facilities, unless otherwise permitted by legislation, and, where permitted for display, shall comply with the provisions of the Election Sign By-law.
- 4.5 No individual shall distribute, in print or electronic form, material paid for by the City that illustrates, references, promotes, profiles or otherwise relays information about an individual that may directly or indirectly benefit an election campaign. This does not limit a Member of Council from communicating with constituents on matters of interest that are relevant to the business of the City and fall within the fiduciary responsibility of the Member of Council, providing that these do not promote the personal interests of a Member of Council.
- 4.6 No individual shall host a town hall or ward meeting that would directly or indirectly benefit an election campaign. Rather, town hall or ward meetings shall be focused on the interests of the constituency regarding City business.
- 4.7 Nothing in this Policy is intended to prohibit a Member of Council from performing their job as an elected representative to represent the interests of their constituents regarding City business, during their period of office.

Bill No. 316
2019

By-law No. L.-131()-_____

A by-law to amend By-law No. L.-131-16, as amended, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”.

WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. L-131-16 entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”;

AND WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

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

1. Schedule 3, Section 4.1 of the Business Licensing By-law No. L.-131-16 is hereby amended by deleting it in its entirety and by replacing it with the following new section 4.1:

“4.1 The total number of Adult Live Entertainment Parlour Owner licences authorized under this By-law is limited at any time to three (3) licences, and not more than one (1) licence shall be issued with respect to each defined area or location shown on Schedule 3A of this By-law.”

2. Schedule 3A, Map 4, Municipal Address: 2190 Dundas Street of the Business Licensing By-law No. L.-131-16 is hereby amended by deleting it in its entirety.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second reading – August 27, 2019
Third reading – August 27, 2019

Bill No. 317
2019

By-law No. PH-18-19_____

A by-law to amend By-law PH-18 entitled, “A by-law to prohibit and regulate public nuisances within the City of London.”

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001* provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS subsection 8(3) of the *Municipal Act, 2001* provides that a by-law under section 10 respecting a matter may (b) require persons to do things respecting the matter;

AND WHEREAS subsection 10 of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public, and may pass by-laws respecting the following matters: 6. Health, safety and well-being of persons; 7. services and things that the municipality is authorized to provide; 8. Protection of persons and property; 10. Structures;

AND WHEREAS section 446 of the *Municipal Act, 2001* provides that, if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person’s expense, and that the municipality may enter upon land at any reasonable time, and that the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

AND WHEREAS sections 391 through 398 of the *Municipal Act, 2001* authorize a municipality to impose fees and charges on a person (a) for services or activities provided or done by or on behalf of it; (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and (c) for the use of its property including property under its control; and such amount may be added by the treasurer to the tax roll to the property to which the service or thing was supplied for the supply of a service or thing to a property;

AND WHEREAS the City’s Inspections By-law provides for rights of entry to determine whether the following are being complied with: by-laws passed under the *Municipal Act, 2001*; a direction or order of the City made under the *Municipal Act, 2001*; a condition of a licence issued under a by-law of the City passed under the *Municipal Act, 2001*; and an order made under section 431 of the *Municipal Act, 2001*;

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

1. By-law PH-18 is amended by adding a new definition for “Chief Municipal Law Enforcement Officer” in section 1, as follows:

“**Chief Municipal Law Enforcement Officer**” means the City of London’s Chief Municipal Law Enforcement Officer, or designate;

2. By-law PH-18 is amended in subsection 5(1) by deleting the phrase “City’s Manager of Licensing and Municipal Law Enforcement Services” and replacing it with the phrase “Chief Municipal Law Enforcement Officer”.

3. By-law PH-18 is amended by inserting a new section 4A after section 4, as follows:

“4A. NUISANCE PARTY – REMEDIAL COSTS – FEES

4A Take Actions to End Nuisance Party

4A.1(a) Every person who sponsors, conducts, continues, hosts, creates, or causes a Nuisance Party shall take all reasonable and lawful actions to end a Nuisance Party.

Remedial Costs - Failure to Comply – done by City – at expense of person required to do it

4A.1(b) Where any thing required to be done in accordance with subsection 4A.1(a) is not done, the municipality may do such thing at the expense of the person required to do it, and such expense may be recovered by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes. For the purposes of this subsection, the municipality may enter upon land at any reasonable time.

Fees and Charges

4A.2 In addition to any remedial costs or other fees or charges, the following fees or charges relating to Nuisance Parties may be imposed on a person who sponsors, conducts, continues, hosts, creates, or causes a Nuisance Party:

- (a) fee for the attendance of a London Fire Prevention Officer at the scene of a Nuisance Party: \$70.00 per officer, per hour (or part thereof);
- (b) fee for the attendance of a London Police Services Officer at the scene of a Nuisance Party: \$60.00 per officer, per hour (or part thereof);
- (c) fee for the attendance of a Municipal Law Enforcement Officer at the scene of a Nuisance Party: \$50.00 per officer, per hour (or part thereof).

4. By-law PH-18 is amended in section 8 by deleting the amount “\$10,000” and replacing it with the amount “\$25,000”.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 318
2019

By-law No. PS-113-19_____

A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London."

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power shall be exercised by by-law;

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

1. No Stopping

Schedule 1 (No Stopping) of the PS-113 By-law is hereby amended by **deleting** the following row:

Springbank Drive	South	Trowbridge Avenue	A point 25 m west of said street	Anytime
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Schedule 1 (No Stopping) of the PS-113 By-law is hereby amended by **adding** the following row:

Audrey Avenue	Both	Huron Street	Broughdale Avenue	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Broughdale Avenue	Both	West limit of Broughdale Avenue	Richmond Street	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Huron Street	Both	The Parkway	Richmond Street	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Regent Street	Both	The Parkway	Richmond Street	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Springbank Drive	South	A point 455 m east of Berkshire Drive	A point 550 m east of Berkshire Drive	Anytime

St. George Street	Both	Regent Street	Huron Street	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Sunset Street	Both	Huron Street	The Parkway	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September
Talbot Street	Both	Regent Street	Huron Street	Anytime from 12:01 a.m. of the last Saturday in September to 11:59 p.m. of the last Saturday in September

2. Limited Parking

Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **deleting** the following row:

Hamilton Road	South	East Street to Sanders Street	8:00 a.m. to 6:00 p.m.	1 Hour
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Schedule 6 (Limited Parking) of the By-law PS-113 is hereby amended by **adding** the following row:

Hamilton Road	South	East Street to Sanders Street	8:00 a.m. to 9:00 p.m.	1 Hour
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3. Stop Signs

Schedule 10 (Stop Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Eastbound	Bakerville Street	Savoy Street
Eastbound	Bakerville Street	Westpoint Heights
Westbound	Bakerville Street	Westpoint Heights
Eastbound	Berkley Crescent	Uplands Drive
Eastbound	Brayford Avenue	Brayford Crescent
Eastbound	Brayford Crescent (north & south intersections)	Ironwood Road
Eastbound	Carnegie Lane	Edwin Drive (east intersection)
Northbound	Debra Drive	Red Thorne Avenue
Southbound	Debra Drive	Bakerville Street
Eastbound & Northbound	Dogwood Crescent	Ironwood Road

Eastbound & Northbound	Lilac Avenue	Ironwood Road
Westbound	Lilac Gate	Wickerson Road
Southbound	Red Thorne Avenue (east & west intersection)	Bakerville Street
Northbound	Redford Road (east & west intersections)	Uplands Drive
Southbound	Redford Road (west intersection)	Uplands Drive
Eastbound & Westbound	St. James Street	Talbot Street
Eastbound	Sumac Way	Warbler Woods Walk
Westbound	Sumac Way	Riverbend Road
Northbound	Talbot Street	St. James Street
Northbound & Southbound	Tyson Walk	Brayford Crescent
Northbound	Westpoint Heights	Red Thorne Avenue
Eastbound	Westpoint Heights	Savoy Street
Southbound	Westwick Walk	Beattie Street
Eastbound	Westwick Walk	Savoy Street
Eastbound & Westbound	Westwick Walk	Westpoint Heights
Eastbound	Wickerson Gate	Brayford Crescent

4. Yield Signs

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Eastbound	Berkley Crescent	Uplands Drive
Eastbound	Brayford Crescent	Ironwood Road
Northbound & Eastbound	Dogwood Crescent	Ironwood Road
Northbound & Eastbound	Lilac Avenue	Ironwood Road
Westbound	Lilac Gate	Wickerson Road
Westbound	Redford Road (east intersection)	Uplands Drive
Northbound	Tyson Walk	Brayford Crescent
Westbound	Uplands Drive	Redford Road

Schedule 11 (Yield Signs) of the PS-113 By-law is hereby amended by **adding** the following rows:

Northbound	Edwin Drive	Carnegie Lane (west intersection)
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5. Higher Speed Limits

Schedule 17 (Higher Speed Limit) of the PS-113 By-law is hereby amended by **deleting** the following rows:

Wharncliffe Road S	A point 50 m north of Highview Avenue E	A point 600 m south of said street	60 km/h
Wharncliffe Road S	A point 600 m south of Southdale Road W	A point 605 m south of Campbell Street	80 km/h

Schedule 17 (Higher Speed Limit) of the PS-113 By-law is hereby amended by **adding** the following rows:

Wharncliffe Road S	A point 50 m south of Bradley Avenue W	A point 50 m north of Highview Avenue E	60 km/h
Wharncliffe Road S	A point 605 m north of Campbell Street	A point 50 m south of Bradley Avenue W	80 km/h

6. Designated Parking Spaces

Schedule 27 (Designated Parking Spaces) of the PS-113 By-law is hereby amended by **adding** the following rows:

Pacific Court	South	A point 120 m east of Clarke Road to a point 128 m east of Clarke Road
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This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

Bill No. 319
2019

By-law No. PS-113-19_____

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power shall be exercised by by-law;

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

1. General Penalty

PS-113 By-law is hereby amended by **deleting** Section 80 in its entirety and by **inserting** the following:

- 80 (1) Except where otherwise expressly provided by this by-law or the Highway Traffic Act, every person who
- (a) contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to an administrative monetary penalty as per Schedule A of the Administrative Monetary Penalty System By-law;
 - (b) penalty notices indicating a contravention of the by-law shall be issued in accordance with the Administrative Monetary Penalty System By-law;
 - (c) a motor vehicle owner who is served with a penalty notice under this by-law may request a review of the matter in accordance with the Administrative Monetary Penalty System By-law.

This by-law comes into force and effect on November 1, 2019.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 320
2019

By-law No. S-3-19____

A by-law to amend By-law S-3 entitled, "A By-law to provide Front Yard, Side Yard and Boulevard Parking within the City of London."

WHEREAS subsection 10(2) paragraph 7 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power shall be exercised by by-law;

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

1. Fine – for contravention

S-3 By-law is hereby amended by **deleting** Section 4.1 in its entirety and by **inserting** the following:

- 4.1 Any person who
- (a) contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to an administrative monetary penalty as per Schedule A of the Administrative Monetary Penalty System By-law;
 - (b) penalty notices indicating a contravention of the by-law shall be issued in accordance with the Administrative Monetary Penalty System By-law.

This by-law comes into force and effect on November 1, 2019.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 321
2019

By-law No. S.-____-____

A by-law to permit Jackalene Robertson to maintain and use a boulevard parking area upon the road allowance for 120 Edward Street, City of London.

WHEREAS Jackalene Laura Robertson (the "Owner") represents that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, known municipally as 120 Edward Street, in the said City of London, County of Middlesex, and which are more particularly described in the boulevard parking agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS the Owner Jackalene Laura Robertson has petitioned the Municipal Council of The Corporation of the City of London for permission to use a portion of the City-owned road allowance which abuts the said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles;

AND WHEREAS the Municipal Council of The Corporation of the City of London has approved the entering into of a Boulevard Parking Agreement (the "said Agreement") with the Owner relating to the use of the said parking area;

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

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.
2. The Mayor and the City Clerk are authorized and directed to execute the attached Agreement on behalf of The Corporation of the City of London and to cause the seal of the Corporation to be affixed thereon.
3. The City Clerk is authorized upon the receipt of the required registration fee from the Owner and upon the authorization of the Site Plan Administrator for The Corporation of the City of London to register this by-law in the Land Registry Office for the Land Titles Division of Middlesex No. 33.
4. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.
5. This by-law comes into force and effect on the day it is passed.

PASSED in open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Schedule "A"

SCHEDULE "A" to By-law No.S.-

THIS AGREEMENT made in duplicate this _____ day of _____, _____
BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the Corporation")

OF THE FIRST PART

AND JACKALENE LAURA ROBERTSON
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS by section 11(1) of the *Municipal Act 2001*, as amended, the Corporation is authorized and empowered to pass by-laws for leasing or licensing the use of untravelled portions of highways, under the jurisdiction of the council, except highways that are extensions or connecting links of the King's Highway;

AND WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, in the County of Middlesex, known municipally as, **120 EDWARD STREET** in the City of London, County of Middlesex, and being more particularly described in Schedule "B" attached hereto;

AND WHEREAS the Owner has petitioned the Municipal Council of the Corporation for permission to use, for the purpose of parking motor vehicles, the lands and premises as shown on the parking plan attached hereto as Schedule **120 EDWARD STREET** in the City of London on the terms and conditions as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform, at its expense the following matters and things:

1. The Corporation agrees to allow the Owner, at the Owner's sole expense, to construct, maintain, repair and use in accordance with the terms of this Agreement a parking area on the Premises as set out in Schedule "C" attached.
2. The Owner shall pay all applicable realty taxes assessed against the parking area constructed on the Premises on or before the City of London tax instalment due date(s).
3. The Owner shall ensure that the parking area is constructed on the Premises in accordance with the approved parking plan attached as Schedule "C" and shall obtain approval from the General Manager of Environmental and Engineering Services and City Engineer for the Corporation for a curb cut, if required.
4. All terms and conditions of this Agreement and all works to be carried out on the Premises shall be completed within one hundred and eighty days (180) days from the date of this Agreement or by such other date as may be specified in writing by the Corporation.
5. The Owner shall, at its expense, maintain the parking area on the Premises in accordance with the plan as set out in Schedule "C" and shall make no alterations or additions to the parking area on the Premises without the written approval of the Corporation which approval may not be unreasonably withheld.
6. The Owner covenants:
 - (a) to use the Premises solely for the purpose of parking motor vehicles and the parking must be accessory to an abutting legal residential use;
 - (b) to remove from the Premises, upon receiving written notice from the Corporation, any inoperable, unserviceable or incapacitated motor vehicles;
 - (c) not to permit nor to undertake the repair or servicing of motor vehicles on the Premises;
 - (d) to keep the Premises free from dust, papers and rubbish of any kind;

- (e) to use the Premises in a proper and orderly manner and not to permit anything to be done upon the Premises which is in violation of any by-law of the Corporation in force during the time of this Agreement or which may create a nuisance or be objectionable;
- (f) not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

length	-	6.0 meters (20.0 feet)
width	-	2.4 meters (7.9 feet)
height	-	2.4 meters (7.9 feet)

or to accommodate any other vehicle which is deemed by City Council to be unacceptable; and

- (g) not to use the Premises for the storage of any materials.
 - (h) that the parking area constructed on the Premises shall not encroach onto adjacent properties.
7. The Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the resident or occupant of the Owner's lands as set out in Schedule "B".
 8. The Owner shall, at all times, indemnify and save harmless the Corporation of and from all loss, costs and damages which the Corporation may suffer, be at or be put to, for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the Premises or of any other property of the Corporation to gain ingress to or egress from the parking area or anything which may be done thereon or which may be neglected to be done thereon by the Owner, his agents, servants, or others.
 9. The Owner shall, throughout the term of this Agreement, at its own expense obtain and maintain and provide the Corporation with evidence of comprehensive general liability insurance for an amount not less than Two Million (\$2,000,000) dollars or such greater amount as the Corporation may advise is required and shall include the Corporation as an additional insured with respect to the Owner's obligations under this Agreement. The above-mentioned insurance will not be cancelled or permitted to lapse unless the Owner's insurer notifies the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the Corporation promptly upon request.
 10. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisos herein shall cease on the day set out in the said notice.
 11. On termination of this Agreement for any reason, including but not limited to default, the Owner shall, within ninety (90) days therefrom, remove from the Premises all works associated with the parking area and restore, at its own expense, the Premises in a manner and to a condition satisfactory to the General Manager of Environmental and Engineering Services and City Engineer which may include, but not be limited to, the restoration of the boulevard to grass and the construction of curbs to prevent ingress to or egress from the Premises.
 12. Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the Premises for the purpose of inspecting the facilities, works and matters, and for the purpose of installing and maintaining services and utilities and the Corporation shall only be liable to restore the premises to the approximate condition in which it existed at the time of each any every entry upon the premises.
 13. Any notice by the City to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner at the address shown on the last returned assessment roll as updated from time to time as to any change in ownership received in writing by the City Clerk, and every such notice shall be deemed to be given upon the day it was personally served or so mailed.
 14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be invalid or unenforceable for any reason whatever, then the particular provision or provisions or

part of the provision shall be deemed to be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

15. This Agreement is to be read with all changes in gender or number as required by the context.
16. This Agreement shall be binding upon the Owner, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the said lands from time to time and "Owner" wherever used in this Agreement is intended and shall be construed to include such subsequent owners and occupiers.

IN WITNESSETH WHEREOF the Owner has hereunto set its hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED


in the presence of a Witness




Jackalene Laura Robertson

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor



Catharine Saunders, City Clerk

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE	Aug 15 19
APPROVED FOR FORM ONLY	

SCHEDULE "B"

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on PT LT 14, BLK F, PL 392(4TH), AS IN 647421; S/T & T/W AS IN 647421; LONDON

Bill No. 322
2019

By-law No. S.-____-____

A by-law to assume certain works and services
in the City of London. (Fanshawe Ridge -
Phase 3, Plan 33M-698)

WHEREAS the Managing Director, Environmental & Engineering Services
and City Engineer of The Corporation of the City of London has reported that works and
services have been constructed to their satisfaction in Fanshawe Ridge -Phase 3, Plan
33M-698;

AND WHEREAS it is deemed expedient to assume the said works and
services;

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

1. The Corporation of the City of London assumes the following works and
services, namely:

Fanshawe Ridge - Phase 3, Plan 33M-698
Sifton Properties Limited – Phil Masschelein

Sandridge Lane – All;
Sandridge Avenue – All

2. The warranty period for the works and services in the subdivision referred
to in Section 1 of this by-law is for the period of August 12, 2019 to August 11, 2020.

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

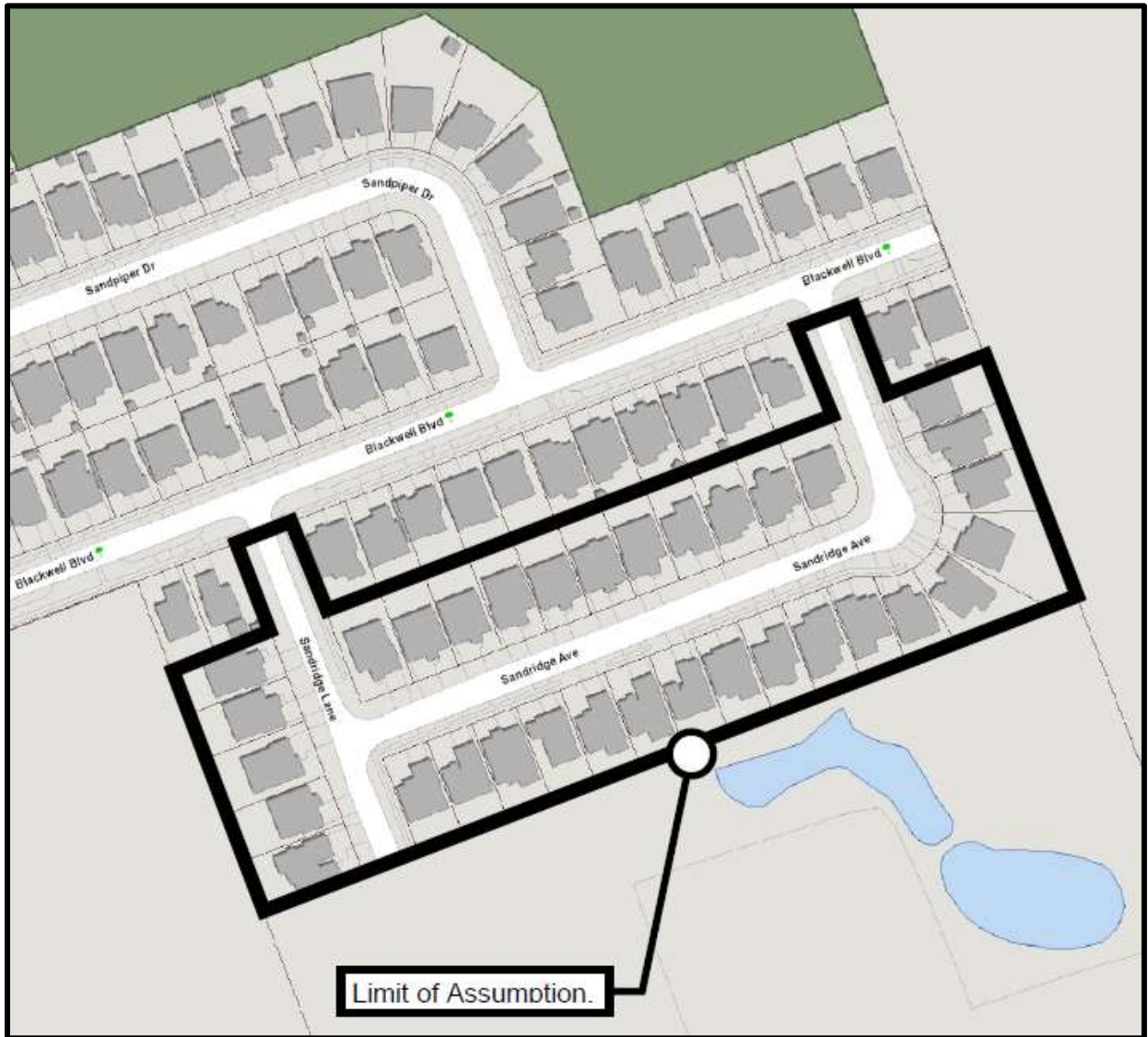
PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Assumption Limits



Bill No. 323
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 Adelaide Street North, south of Sunningdale Road East)

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 Adelaide Street North, south of Sunningdale Road East, namely:

“Part of Block 2 on Registered Plan 33M-554 in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20263.”

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

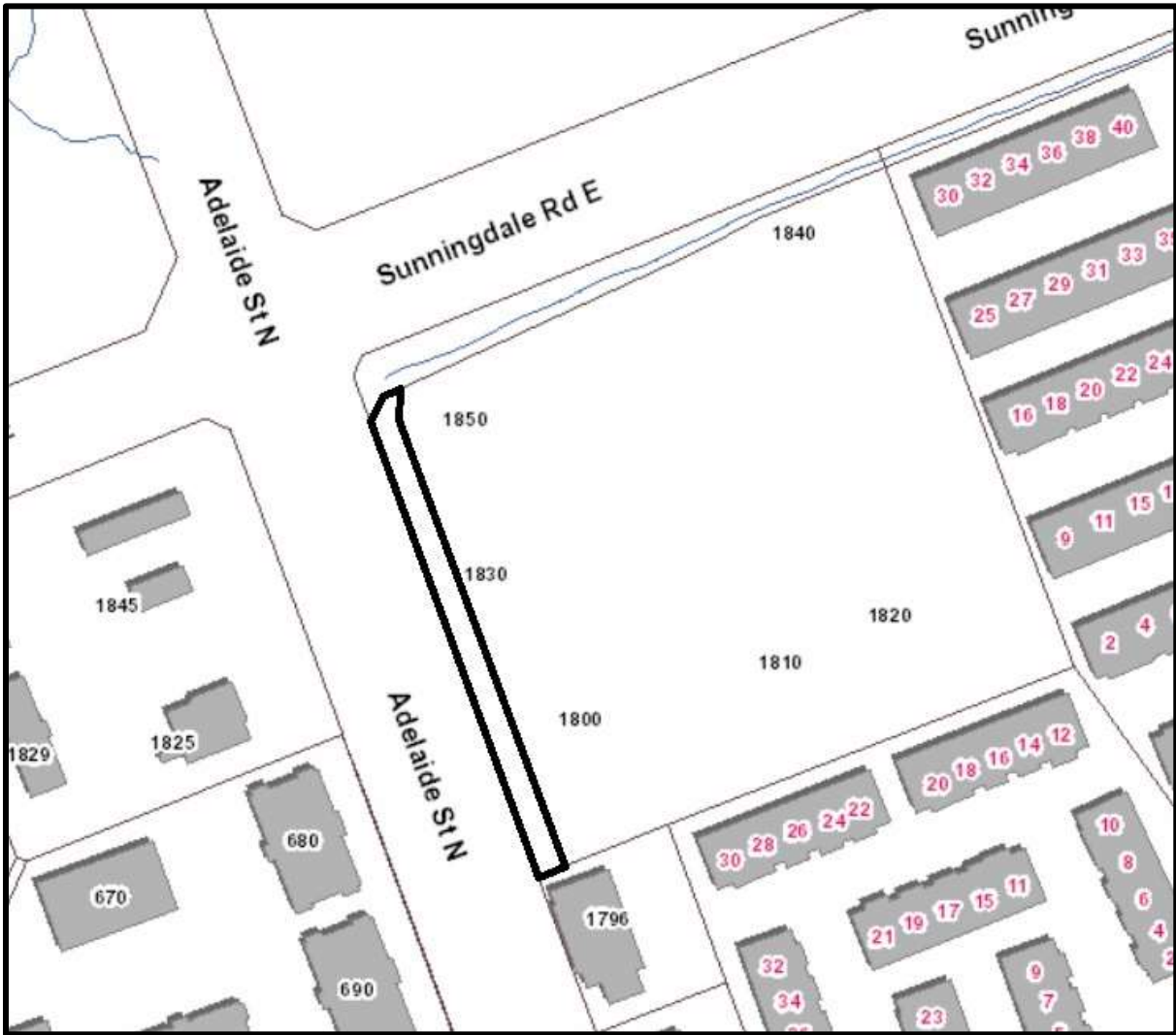
PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



 Subject Lands

Bill No. 324
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 Hamilton Road, east of Highbury Avenue North)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Hamilton Road, east of Highbury Avenue North, namely:

“Part of Lot 29 on Registered Plan 285(C) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20352.”

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

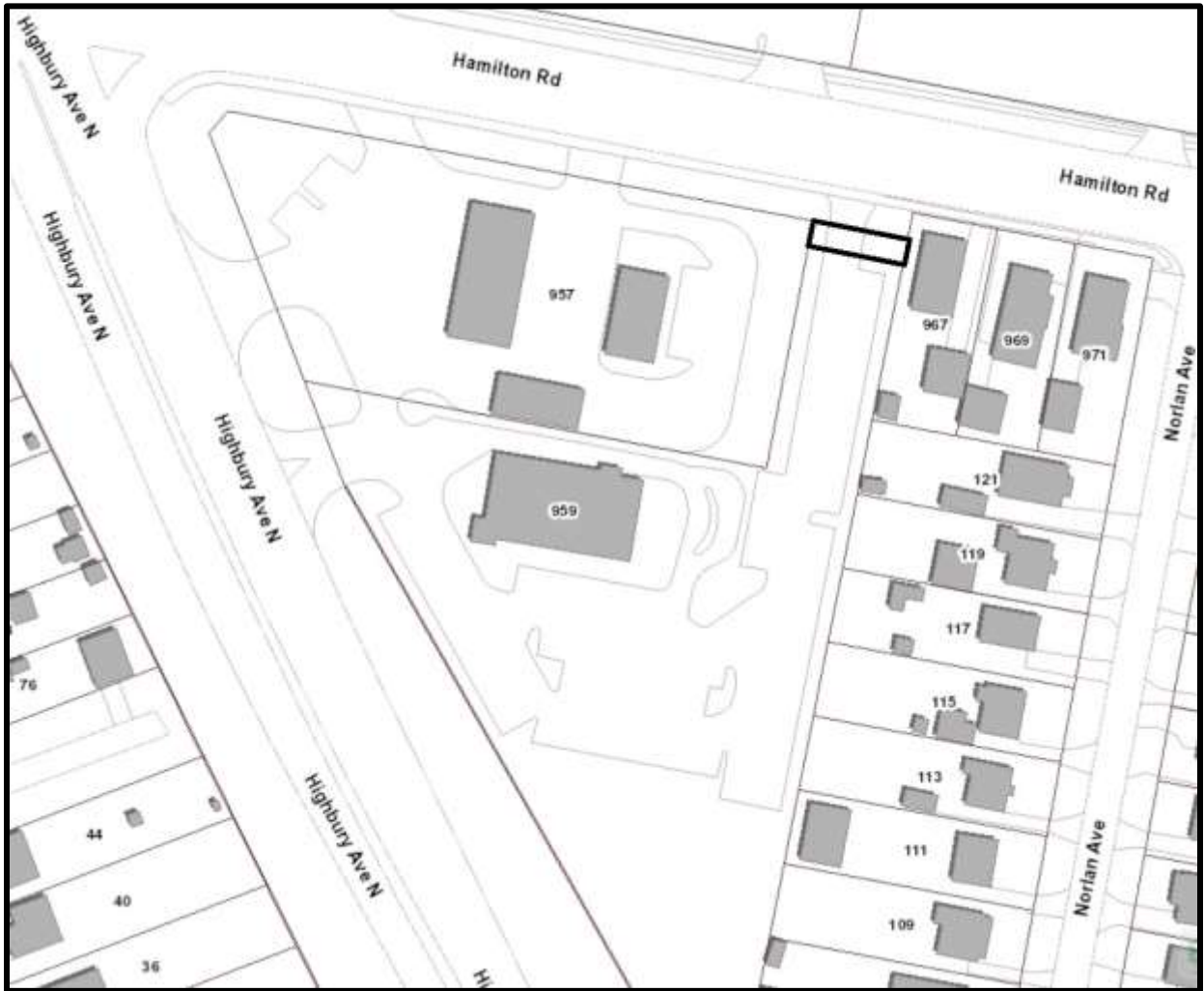
PASSED in Open Council on August 27, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



 Subject Lands

Bill No. 325
2019

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron Street, east and west of Veterans Memorial Parkway)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Huron Street, east and west of Veterans Memorial Parkway, namely:

“Part of Lots 2, 3 and 4 in Concession 3, in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 16, 19, 22 and 24 on Reference Plan 33R-20316.”

And

“Part of Lot 2 in Concession 2, in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 25, 27 and 29 on Reference Plan 33R-20316.”

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

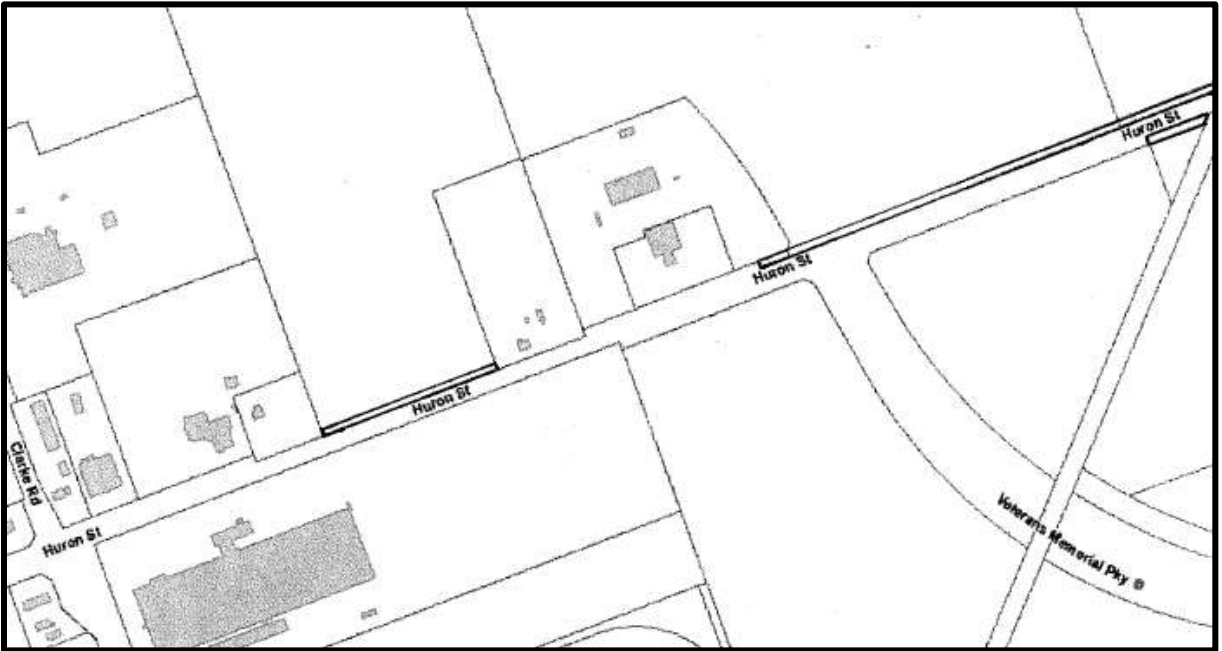
PASSED in Open Council on August 27, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



 Subject Land

Bill No. 326
2019

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Linkway Boulevard) (as part of Riverbend Road) and (as part of Logans Run)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Linkway Boulevard, as part of Riverbend Road, and as part of Logans Run, namely:

“All of Block 11 on Registered Plan 33M-743 in the City of London and County of Middlesex.”

And

“All of Block 4 on Registered Plan 33M-706 in the City of London and County of Middlesex.”

And

“All of Block 6 on Registered Plan 33M-706 in the City of London and County of Middlesex.”

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

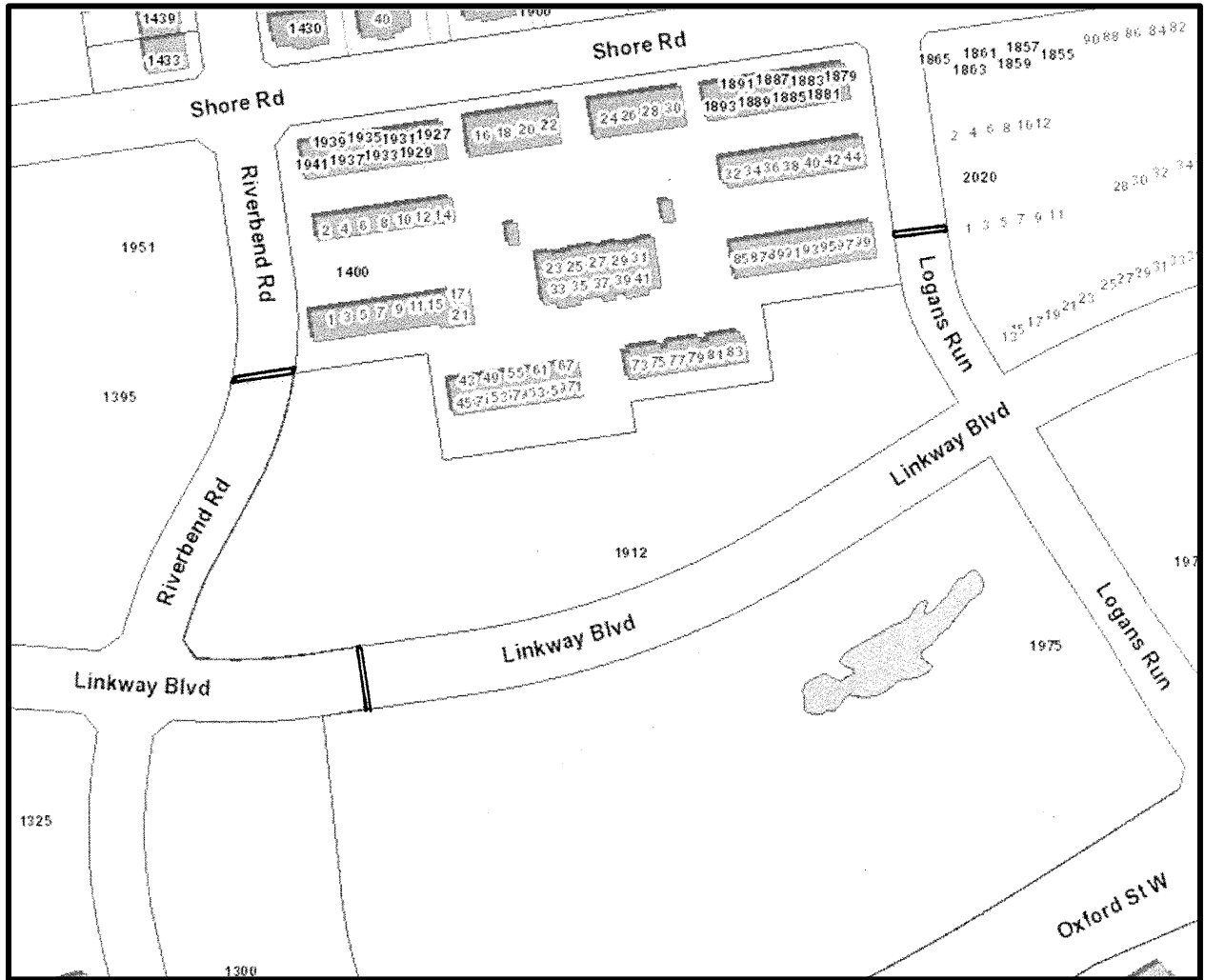
PASSED in Open Council on August 27, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

LOCATION MAP



 Subject Lands

Bill No. 327
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 Westminster Drive, west of Colonel Talbot Road)

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 Westminster Drive, west of Colonel Talbot Road, namely:

“Part of Lot 65, Concession West of the North Branch of the Talbot Road, in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Part 3 on Reference Plan 33R-20467.”

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

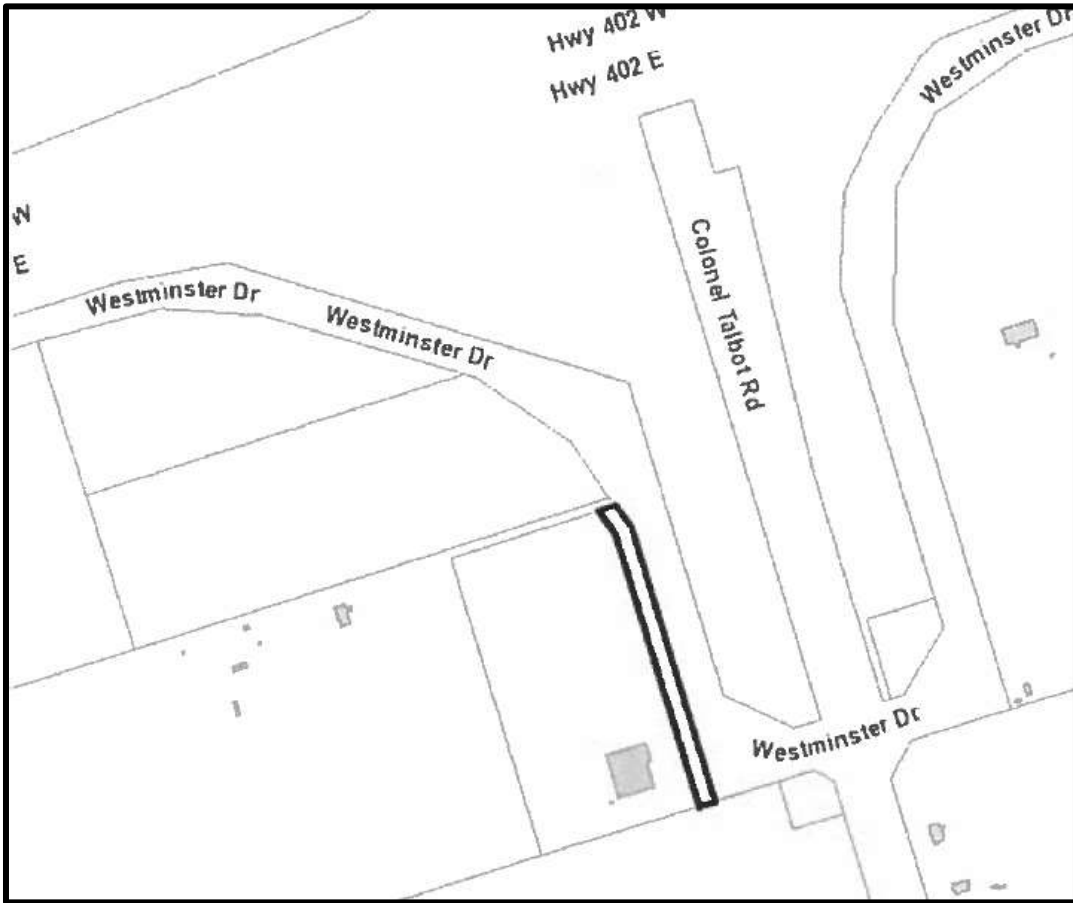
PASSED in Open Council on August 27, 2019.


Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



 Subject Land

Bill No. 328
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 Woodward Avenue, south of Edinburgh 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 Woodward Avenue, south of Edinburgh Street, namely:

“Part of Lot 29 on Registered Plan 414(C) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-20328.”

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

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



 Subject Land

Bill No. 329
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 Wychwood Park and Annadale Drive)

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 Wychwood Park and Annadale Drive, namely:

“Part of Lots 225, 267, 268, 269, 270 and 271 on Registered Plan 891 in the City of London and County of Middlesex, designated as Parts 2 and 3 on Reference Plan 33R-20393.”

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

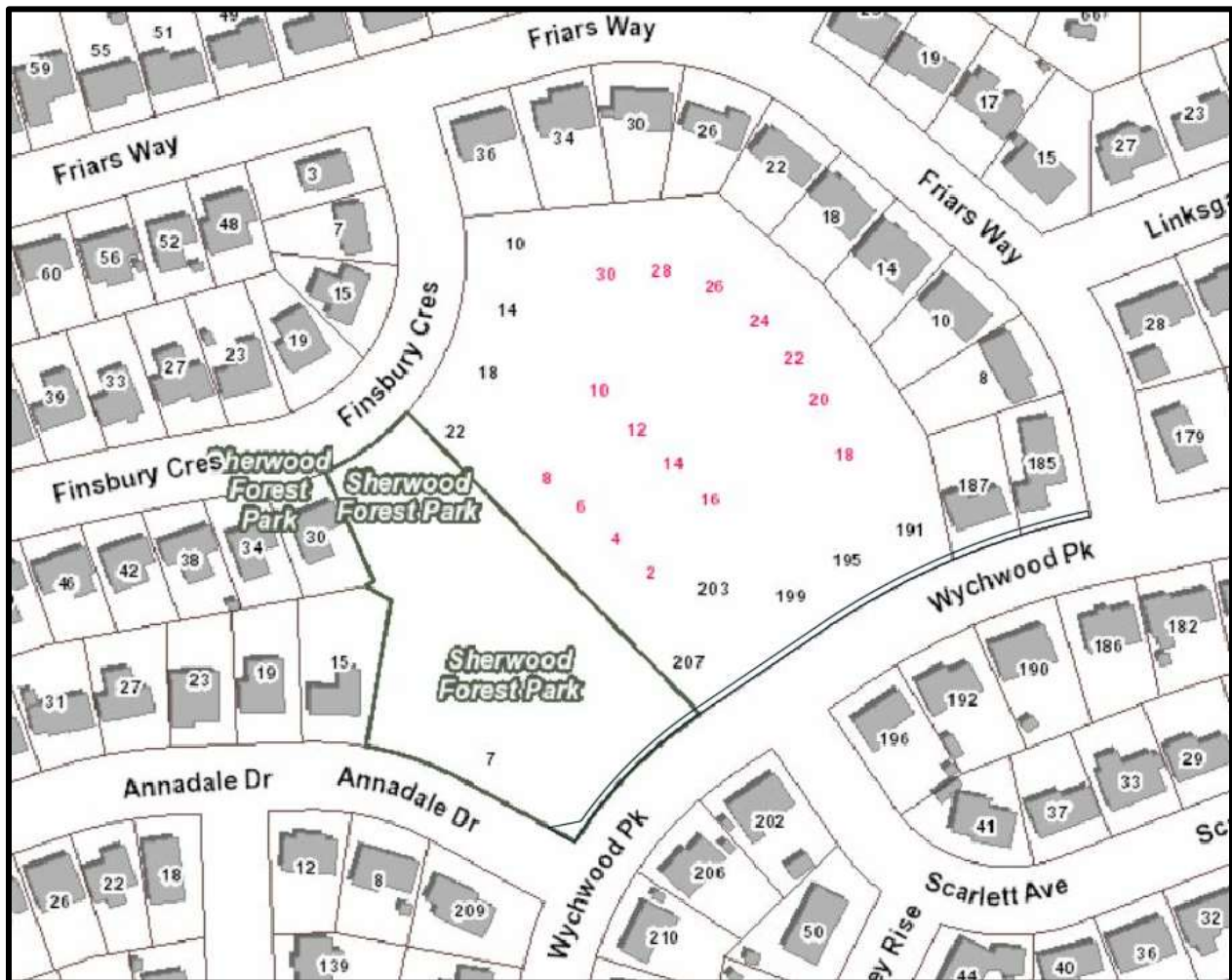
PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading - August 27, 2019
Second Reading - August 27, 2019
Third Reading - August 27, 2019

Location Map



Bill No. 330
2019

By-law No. W.-5607(__)-_____

A by-law to amend by-law No. W.-5607-237 entitled "A by-law to authorize the Southdale Road Upgrades, Phase 2 Wickerson to Bramblewood (Project No. TS1407-2)"

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.-5607-237 passed on August 30, 2016, to authorize an increase in the net amount of monies to be debentured for the "Southdale Road Upgrades, Phase 2 Wickerson to Bramblewood (Project No. TS1407-2)";

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 \$495,423.00 from \$30,077.00 to \$525,500.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 331
2019

By-law No. W.-5618(__)-_____

A by-law to amend by-law No. W.-5618-64,
as amended, entitled “A by-law to authorize
the Southdale Road Widening – Farnham
Road to Pine Valley (Project No. TS1629-1)”

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.-5618-64, as amended, to authorize an increase in the net amount of monies to be debentured for the “Southdale Road Widening-Farnham Road to Pine Valley (Project No. TS1629-1)”;

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 \$13,900.00 from \$31,098.00 to \$44,998.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Bill No. 332
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone
an area of land located at 79 Meg Drive.

WHEREAS Almehdi Almontathar Union has applied to rezone a portion of
an area of land located at 79 Meg Drive, as shown on the map attached to this by-law,
as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning
applicable to a portion of lands located at 79 Meg Drive, as shown on the attached map
comprising part of Key Map No. A111, from a Light Industrial (LI6/LI7) Zone to a Light
Industrial Special Provision (LI3/LI6/LI7(15)) Zone.

2. Section Number 40.4g) of the Light Industrial (LI7) Zone is amended by
repealing the existing Special Provision and and replacing with the following:

LI7(15)

a) Additional Permitted Use:

i) Place of Worship

b) Regulations:

i) Exterior Side Yard (Minimum): 7 metres (23 feet)

ii) Front Yard Setback (Minimum): 8 metres (26.2 feet)

iii) Parking spaces 1 per each 4.7 persons
Place of Worship capacity

iv) The lot line abutting Meg Drive shall be interpreted as the
front lot line regardless of whether or not it is the longer lot
line.

3. The inclusion in this by-law of imperial measure along with metric measure
is for the purpose of convenience only and the metric measure governs in case of any
discrepancy between the two measures.

4. This by-law shall come into force and be deemed to come into force in
accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, either upon the
date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Schedule "A"



File Number: Z-9036

Planner: CL

Date Prepared: 2019/07/02

Technician: rc

By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40
Meters



Bill No. 333
2019

By-law No. C.P.-1512()- ____

A by-law to amend The London Plan for the City of London, 2016 to replace the existing *Heritage Places Cultural Heritage Guideline* with an updated *Heritage Places 2.0 Cultural Heritage Guideline*.

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

1. Amendment No. # to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on August 27, 2019

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Amendment No. #
to
The London for the City of London

A. Purpose of this Amendment

The purpose of this Amendment is to delete the existing policy in Section 1721_4 (Culture Heritage Guidelines) of *The London Plan* for the City of London and replace with a new entry.

B. Location of this Amendment

This Amendment applies to all lands located in the City of London.

C. Basis of the Amendment

1. The recommended amendment is consistent with Section 2.6.1 of the *Provincial Policy Statement (PPS)*, 2014 directing that “significant built heritage resources and significant cultural heritage landscapes shall be conserved.”
2. *The London Plan* provides for the adoption of Guideline Documents to provide direction for the implementation of the policies of the *Plan*. Guideline documents provide guidelines, standards and performance criteria for the evaluation of planning applications and may assist in the implementation of the policies of the *Plan*.
3. At its meeting on January 17, 2017, Municipal Council resolved that Civic Administration review the prioritized list of potential heritage conservation districts in the City, as well as update the current Heritage Places guideline document. The adoption of this guideline document fulfils this Council direction.

D. The Amendment

The London Plan is hereby amended as follows:

1. Cultural Heritage Guideline Policy 1721_4 is deleted in its entirety and replaced with the following attached policy;

Heritage Places 2.0: A Description of Potential Heritage Conservation Districts in the City of London.

HERITAGE PLACES 2.0

Potential
Heritage
Conservation
Districts
in the
City of London



London
CANADA

Parts of this report may be reproduced on the condition
that proper reference is made to the

City of London
and
Letourneau Heritage Consulting Inc.

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A INTRODUCTION

London is known as ‘The Forest City’ – a city which prides itself on its parks, greenery and tree-lined streets. It is also recognized as a ‘city of communities’ – a city that defines itself by the many differentiated neighbourhoods that dot its landscapes; rural neighbourhoods, urban neighbourhoods, outer and inner suburbs, and areas with industrial and institutional qualities. These special, unique places help to make London legible – it is readable; meaning that people understand it visually and can make sense of it as a whole. In *The Image of the City*, notable urban planner Kevin Lynch called this ‘imageability’ which he attributes to helping to enhance people’s attachments to ‘place’ and community, and helping to support a committed citizenry. A major component of a community’s ‘sense of place’ is its relationship to its cultural heritage and landscape setting. Cultural heritage is an important community resource. It is a source of knowledge and memory. It contributes to the quality of life of a community. It

is a collective legacy. It should be no surprise then that, as of November 2018, London ranks 3rd in the Province with the highest number of designated heritage conservation districts (HCD). London has seven HCDs– tied with Hamilton also having seven – and is behind Ottawa with eighteen and Toronto with twenty HCDs. Further, London has the 2nd most number of properties designated in HCDs (just over 3,700); behind only Toronto with nearly 5,000. Londoners are plainly passionate about their City’s cultural heritage!

Back in 1993, the original *Heritage Places: A Description of Potential Heritage Conservation Areas in the City of London* began the process of identifying areas in the City that may have potential cultural heritage value or interest. In the twenty years since its adoption as a guideline document to the City of London’s *Official Plan*, ten of the original fourteen potential Heritage Conservation Districts have been designated. There have also been updates to the *Provincial Policy*

Statement, the *Ontario Heritage Act*, and the City has a new official plan (*The London Plan*); these updates impact the identification and evaluation of cultural heritage resources.

Moving forward, the following document, *Heritage Places 2.0* is intended to be a reset of the original *Heritage Places* and to take a second look at this document. There is now the opportunity to expand the review of the City to see if there was anything missed in the original *Heritage Places*, and to also begin to establish a sense of priority to what areas should be studied first. It is important to recognize that the areas that are identified in *Heritage Places 2.0* are not being identified as future HCDs, but rather are being noted as worthy of further study as potential heritage conservation districts in the future. This may lead to designation as an HCD under Part V of the *Ontario Heritage Act* – however designation is a separate process beyond the scope of this document.



B BACKGROUND

In 1993, *Heritage Places: A Description of Potential Heritage Conservation Areas in the City of London*, was approved as a guideline document to the *Official Plan* of the City of London. *Heritage Places* (1993) states that:

“[t]he purpose of this guideline document is to “highlight areas of outstanding historical, architectural and natural character in the City. The intent is to identify candidate areas for potential heritage conservation or district status through the implementation of Parts IV and V of the Ontario Heritage Act” (p3).

This document has been the primary reference to identify candidate areas in the City of London for potential heritage conservation district designation.

Fourteen areas were originally identified within *Heritage Places* based on ‘characterization studies’.

Characterization studies were intended to act as an indicator of heritage significance, but were never meant to be an exhaustive review reflecting all areas within the City. Place name, location, and historic themes were identified for each of the fourteen areas. Consideration was given to identification and evaluation of potential HCDs based on criteria in the *Official Plan*, but the list remained un-prioritized. The original list of fourteen areas was as follows (in no particular order): Richmond Streetscape; Ridout Restoration; Talbot North; East Woodfield; West Woodfield; Lorne Avenue; Wortley Village; Marley Place; Elmwood Avenue; Stanley-Becher; Hellmuth-St. James; Grosvenor-St. George; Petersville; and, Pond Mills.

A report for the London Advisory Committee on Heritage (March 1999) was the first to prioritize potential HCDs, and this list has been amended, expanded, consolidated, and re-prioritized over time. The City has since dealt with requests for HCD designation from the community in a

sequential process based on episodic re-prioritizations of areas identified in *Heritage Places*.

Since the adoption of *Heritage Places*, the planning and policy framework for heritage conservation in Ontario has undergone substantial changes, including most notably revisions to the *Ontario Heritage Act* in 2005, the *Provincial Policy Statement* in 2014, and at the municipal level, adoption of *The London Plan* in 2016. Given changes to heritage conservation planning and policy framework, and the accomplishments of the original *Heritage Places*, it is an opportune time to revisit and reset this original guideline document. Ultimately, the goal of *Heritage Places 2.0* is to build on the original document, reflecting a similar format and focus on ‘characterization studies’ while also clarifying a process to identify and prioritize candidate areas for further study as potential HCDs.



Process Overview

At its meeting on January 16, 2017, Municipal Council directed Civic Administration “to review [the] prioritized list of potential heritage conservation districts and to recommend an update to *Heritage Places*.” Subsequently, in March 2018, Letourneau Heritage Consulting (LHC) was retained to prepare the updated *Heritage Places 2.0* document. The objectives of the update have been to conduct a comprehensive, city-wide review of areas, and prepare a prioritized list for further study of these areas as potential heritage conservation districts (HCDs) – pursuant to Part V of the *Ontario Heritage Act*. The intention has been to essentially reset the original *Heritage Places* to reflect current Provincial legislation, City policies, Council direction and community interest. LHC was tasked with the following:

a. Review Policy Context – Update the background component of *Heritage Places* to reflect the *Provincial Policy Statement – 2014 (PPS)*, *Ontario Heritage Act*, and *The London Plan* (London’s Official Plan).

b. Consultation with Heritage Community – With input from members of the London Advisory Committee on Heritage (LACH) and representatives from the heritage community, undertake a comprehensive review of areas identified as having potential cultural heritage value or interest, using an established methodology, and prepare characterization studies of each area. LHC were also to re-evaluate (and update as needed) information on candidate areas already documented in the current *Heritage Places*.

c. Develop Methodology – Develop a method for identifying and prioritizing areas in the City – with potential cultural heritage value or interest – for possible, future HCD designation. Also, to prepare a prioritized list for further study and consideration as potential HCDs.

Policy Context

Since the adoption of *Heritage Places*, there have been substantial changes to land use planning associated with resources that demonstrate, or have the potential to demonstrate, cultural heritage value or interest. In Ontario, cultural heritage is considered to be a matter of provincial interest. Cultural heritage resources are managed under provincial legislation, policy, regulations, and guidelines. The *Ontario Heritage Act (OHA)* directly addresses cultural heritage and is the key legislation enabling the protection of properties of cultural heritage value or interest at the municipal and provincial levels. The *Planning Act*, through the *Provincial Policy Statement – 2014 (PPS)*, also addresses cultural heritage as an area of provincial interest. These acts and policies indicate broad support for the conservation of cultural heritage by the Province. These acts also provide a framework that must be considered for any proposed development or property alteration.

Planning Act

The *Planning Act* is the primary document for land use planning in Ontario. The *Planning Act* also defines matters of provincial interest. It states under Part I (2, d):

“The Minister, the council of a municipality, a local board, a planning board and the Municipal Board, in carrying out their responsibilities under this Act, shall have regard to, among other matters, matters of provincial interest such as, the conservation of features of significant architectural, cultural, historical, archaeological or scientific interest.”

Section 3 of the *Planning Act* issues the *Provincial Policy Statement (PPS)*, and all decisions affecting land use planning matters “shall be consistent with” the *PPS*.

Provincial Policy Statement (2014)

The *Provincial Policy Statement (PPS)* does not explicitly address heritage

conservation districts (HCD), it does however include HCDs within its definition of cultural heritage landscapes, as follows: Section 2.6.1 of the *PPS* directs that “significant built heritage resources and significant cultural heritage landscapes shall be conserved.” “Significant” is defined in the *PPS* as, in regards to cultural heritage and archaeology, “resources that have been determined to have cultural heritage value or interest for the important contribution they make to our understanding of the history of a place, and event, or a people.”

Ontario Heritage Act

The *Ontario Heritage Act (OHA)* does not specifically set out policies to identify potential heritage conservation districts (HCDs), however the *OHA* enables local municipalities to designate HCDs provided the requirements of the *OHA* are met and the municipality has sufficient supporting policies within its *Official Plan*. HCDs are designated under Part V of the *OHA*. See Appendix for further description of the HCD designation process.

The London Plan

The London Plan – the Official Plan of the City of London – underscores the commitment of the City to conserve and promote its cultural heritage resources and the important role of these resources in supporting and maintaining its neighbourhoods. The identification and further study of areas in the City of London as potential heritage conservation districts (HCDs) is supported by the following strategic directions of *The London Plan*:

- Direction #1-4: Revitalize our urban neighbourhoods and business areas (Policy 55)
- Direction #3-7: Protect our built and cultural heritage to promote our unique identity and develop links to arts and eco-tourism in the London region (Policy 57)
- Direction #5-2: Sustain, enhance, and revitalize our downtown, main streets, and urban neighbourhoods (Policy 59)
- Direction #7-5: Protect what we cherish by recognizing and

enhancing our cultural identity, cultural heritage resources, neighbourhood character, and environmental features (Policy 61)

The London Plan also contains policies to enable the designation of an HCD in accordance with the *Ontario Heritage Act (OHA)*, as well as the identification for the evaluation for potential HCD designation.

“City Council will consider the following criteria in the evaluation of an area for designation as a heritage conservation district:

1. The association of the area with a particular historical event or era that is unique to the community.
2. The presence of properties which are considered significant to the community as a result of their location or setting.
3. The presence of properties representing a design or method of construction which is considered to be of cultural heritage value or interest to the community, region, province, or nation.
4. The presence of properties which collectively represent a certain aspect of the development of the city that is worthy of maintaining.
5. The presence of physical, environmental, or aesthetic elements which, individually, may not constitute sufficient grounds for designation as a heritage conservation district, but which collectively are significant to the community” (Policy 576).

The above criteria provide a clear basis for the evaluation of potential HCD designation once candidate areas have been identified and prioritized.

Consultation with Heritage Community

Consultation with the heritage community was integral to the preparation of *Heritage Places 2.0*. The consultation process was initiated in April 2018 starting with an introductory email-out to nearly 50 active members of London’s heritage community including members of the: Architectural Conservancy of Ontario – London; Downtown London; Heritage London Foundation; London Advisory Committee on Heritage; London Heritage Council; London

Planners Council, Middlesex Historical Society; and, the Urban League. A total of three roundtable discussions were conducted in May and June 2018, with a series of informal interviews carried out both before and following the first roundtable. The second roundtable took place during the June meeting of the London Advisory Committee on Heritage (LACH). Throughout the consultation process, participants had the opportunity to provide additional feedback via email or phone. Over thirty people participated in the consultation process providing input on the identification of candidate areas for consideration as potential HCDs in London, along with what factors should be considered in the prioritization process.

Methodology – A Values-Based Approach

Since the adoption of the original *Historic Places* document in 1993, there have been significant shifts in heritage conservation planning theory and practice. In particular, following *The Nara Document on Authenticity* (1994), the *Burra Charter* (1998, updated 2013), and the Getty Conservation Institute research into values (1998-2005), the focus of heritage planning has been on the importance of cultural heritage value in determining significance. This understanding is reflected within Ontario heritage planning practice through revisions to the *Ontario Heritage Act (OHA)* in 2005, and the development of local evaluation criteria (O.Reg 9/06). However, in terms of the identification of potential heritage conservation districts (HCDs), the *OHA* (or its regulations) does not provide criteria, and only states what an HCD Study and Plan must include as part of the HCD designation process.

The standard for identifying potential heritage conservation districts (HCDs) under the *Ontario Heritage Act (OHA)* is outlined by the Ontario Ministry of Tourism, Culture and Sport in the *Ontario Heritage Tool Kit: Heritage Conservation Districts* (2006). The *Tool Kit* does not provide specific criteria for the identification of candidate areas, however it does provide broad descriptions of characteristics that might constitute a heritage conservation district (HCD). More specifically, the *Tool Kit* does identify

that values are important to the identification of heritage conservation districts and that the “value of the district as a whole is always greater than the sum of its parts. The cultural heritage value of areas can be expressed in terms of their design or physical, historical or associative or contextual values, and that values can be expressed more broadly as natural, historic, aesthetic, architectural, scenic, scientific, cultural, social or spiritual values” (p10).

The *Tool Kit* specifically references the *Historic Places Initiative (HPI)* as a potential model to identify heritage values and attributes. Further, the *HPI Statement of Significance Training Workbook and Resource Guide* outlines a number of cultural heritage values that can be applied to cultural heritage resources (including heritage conservation districts). These values overlap with those outlined in the *Tool Kit* (historical, scientific, cultural, spiritual, aesthetic, educational, social, natural and, contextual).

Finally, a best practices review was undertaken to determine how other Ontario communities considered HCDs. This information was used to develop a values-based assessment to identify potential heritage conservation districts in the City of London. For further description, see Section D.

D IDENTIFICATION OF AREAS

A city-wide review of candidate areas for *Heritage Places 2.0* was initiated by Letourneau Heritage Consulting Inc. in April 2018. Areas identified as having potential cultural heritage value or interest were identified from heritage staff reports, existing heritage inventories, and areas previously noted in *Heritage Places* that had yet to be studied. As well, members of London's heritage community provided input into potential areas for consideration during roundtable discussions. The goal was to develop an initial working list of candidate areas that merit further consideration as part of the *Heritage Places 2.0* project; over fifty areas were initially identified. A values-based assessment was applied to further condense the list of candidate areas. Values were derived from: 1) those outlined in O.Reg. 9/06 – to capture associative, physical and contextual aspects of candidate areas; 2) those outlined in *The London Plan* (Policy 576) –

to ensure that criteria overlapped with those that would be used for the evaluation of candidate areas as potential HCDs; and, 3) those identified in the *Ontario Heritage Tool Kit* and the *Standards and Guidelines for the Conservation of Historic Places in Canada* – to capture additional values not necessarily related to the built/physical environment. The following values were used to identify candidate areas for *Heritage Places 2.0*:

- Historical/Associative Value
- Physical/Design Value
- Contextual Value
- Other values include:
 - Spiritual Values
 - Educational and Scientific Values
 - Natural Values
 - Archaeological Values
 - Social Values

These values provide a framework for the consideration of a range

of factors that may be reflected in cultural heritage resources. See Table 1 for descriptions of the values and characteristics related to each value. The values-based assessment resulted in over fifty candidate areas being initially identified; this was then short-listed to fourteen and prioritized further. See Section E for the short-list of candidate areas.



E PRIORITIZATION OF AREAS

The prioritization of candidate areas for consideration as potential heritage conservation districts (HCDs) was derived from a systematic review of other municipalities' practices, previous staff reports, and consultation with the members of London's heritage community. Of the Ontario municipalities reviewed, only the City of Toronto was found to have a defined, publicly-available prioritization process for the nomination of heritage conservation districts. Toronto's framework is based on five factors: 1) development activity; 2) existing level of protection; 3) fragility of the area; 4) planning priorities, and 5) archaeology. Other factors are also considered such as cultural heritage value or interest (relative to other nominated areas) and/or relevant planning studies. Toronto's factors were found to generally align with those outlined in heritage staff's report to the Planning and Environment Committee (2018-11-04 – HCD Work Plan and Prioritization). A draft list of factors for prioritization was compiled and then vetted with input from community members during roundtable discussions on May 1, 2018 and June 20, 2018, and in consultation with the London Advisory Committee on Heritage (LACH) at their June 13, 2018 meeting.

The final list of factors that was considered during the prioritization of candidate areas is as follows:

- Results of the **values-based assessment** of candidate areas relating to how strongly each area met the characteristics associated with these values (see Section D);
- **Potential for change** within an area which can include development pressure, existing levels of protection, as well as a variety of external pressures, such as projected growth, threats to cultural heritage integrity, or the addition or loss of a significant economic driver;
- **Community preparedness** or readiness and willingness to

initiate and engage in an HCD Study process;

- **Appropriateness of planning tool** (Part V – *Ontario Heritage Act*, HCD designation) for conservation of significant cultural heritage resources in the area versus other planning tools; and,
- **Other factors** such as previous Municipal Council direction, recognition of City planning priorities and implications of planned future initiatives.

Candidate areas were prioritized based on how strongly the area associated with each of the factors noted above. Table 2 summarizes this information.

Fourteen areas (14) in the City of London have been identified as having potential cultural heritage value or interest for possible designation as heritage conservation districts. Note that this prioritization is by no means a measure or reflection of the perceived cultural heritage value or interest of candidate areas. It is recommended that the areas listed below be studied further, prioritized as follows:

1. North Talbot
2. SoHo (South of Horton)
3. The Smokestack District
4. Stanley-Becher-Riverforks

5. Old East Village-Dundas Street
6. Piccadilly
7. Old South II
8. Old North
9. Orchard Park Sherwood Forest
10. Lambeth
11. Hamilton Road
12. Braemar Crescent
13. Hall's Mills
14. Pond Mills

It is important to stress that the outcome of *Heritage Places 2.0* is not an evaluation or recommendation of these candidate areas for designation, but simply the identification and recognition that these areas have potential cultural heritage value or interest. These areas are not being recommended for HCD designation at this time, but are recommended for further study and evaluation as part of Municipal Council's decision to move forward with future HCD studies under Part V of the *Ontario Heritage Act* for any of these candidate areas. See Figure 1.

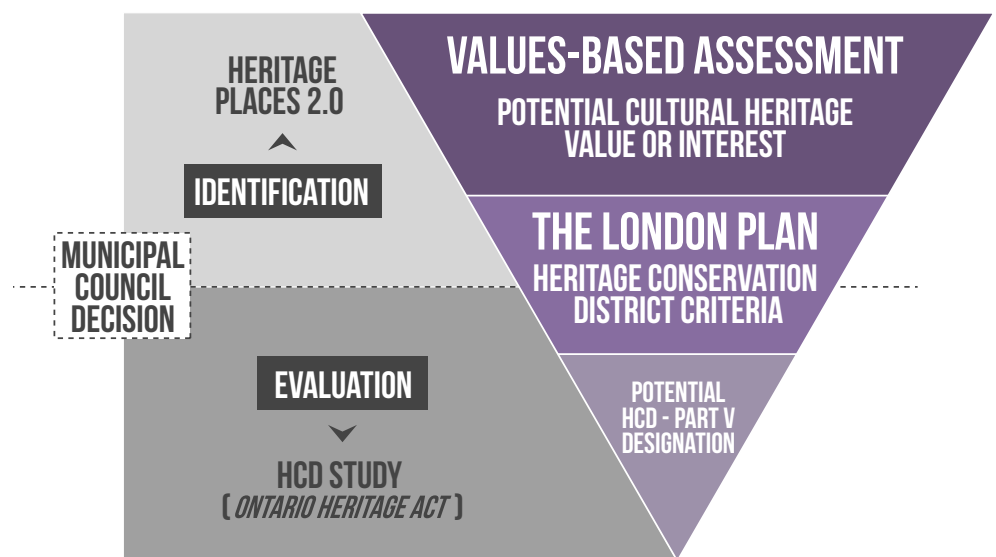







Figure 1. Identification versus evaluation of properties for further study for potential heritage conservation district designation

	VALUE	CHARACTERISTICS
MAIN VALUES	Historical/Associative	Association of area (or properties) with: <ul style="list-style-type: none"> - an individual, development period, event or theme significant to a community
	Physical/Design	Presence in area of: <ul style="list-style-type: none"> - distinctive architectural design, style or construction method - clusters of properties considered to be of cultural heritage value or interest
	Contextual	Presence in area of: <ul style="list-style-type: none"> - distinctive landscapes - landmarks - a distinctive sense of place - properties that are significant as a result of their location or setting
ADDITIONAL VALUES	Spiritual	Association of area with: <ul style="list-style-type: none"> - particular religious communit(ies) - clusters of religious building/cemeteries, ceremonial or cosmological features - oral traditions identifying significance
	Educational & Scientific	Association of area with: <ul style="list-style-type: none"> - teaching landscape(s) - a significant presence of educational/training facilities
	Natural	Association of area with: <ul style="list-style-type: none"> - natural features - environmentally sensitive area(s) - environmental elements which are collectively significant to the community
	Archaeological	Association of area with: <ul style="list-style-type: none"> - known architectural site(s) - potential archaeological site(s) - known burials
	Social	<ul style="list-style-type: none"> - Area contributes to a broader understanding of a way of life - Area contributes to the understanding of an underrepresented aspect or group in London's history - Presence in area of memorial or symbolic elements within the landscape - Area depicts a particular way of life

Table 1. Description of values used in assessment of candidate areas

RANK	CANDIDATE AREAS					
01	NORTH TALBOT	██████████	██████████	██████████	██████████	██████████
02	SOHO (SOUTH OF HORTON)	██████████	██████████	██████████	██████████	██████████
03	THE SMOKESTACK DISTRICT	██████████	██████████	██████████	██████████	██████████
04	STANLEY-BECHER-RIVERFORKS	██████████	██████████	██████████	██████████	██████████
05	OLD EAST VILLAGE-DUNDAS STREET	██████████	██████████	██████████	██████████	██████████
06	PICCADILLY	██████████	██████████	██████████	██████████	██████████
07	OLD SOUTH II	██████████	██████████	██████████	██████████	██████████
08	OLD NORTH	██████████	██████████	██████████	██████████	██████████
09	ORCHARD PARK SHERWOOD FOREST	██████████	██████████	██████████	██████████	██████████
10	LAMBETH	██████████	██████████	██████████	██████████	██████████
11	HAMILTON ROAD	██████████	██████████	██████████	██████████	██████████
12	BRAEMAR CRESCENT	██████████	██████████	██████████	██████████	██████████
13	HALL'S MILLS	██████████	██████████	██████████	██████████	██████████
14	POND MILLS	██████████	██████████	██████████	██████████	██████████

FACTORS:



VALUES-BASED ASSESSMENT



COMMUNITY FEEDBACK + READINESS



OTHER FACTORS



POTENTIAL FOR CHANGE



FITNESS OF PLANNING TOOL

Table 2. Prioritization of candidate areas charted along factors used for ranking purposes



F AREA CHARACTERIZATION STUDIES

Similar to its predecessor, a substantial part of *Heritage Places 2.0* is dedicated to characterization studies of areas within the City of London. Fourteen areas were identified as having potential cultural heritage value or interest, and prioritized for further study as possible heritage conservation districts. The characterization studies are brief, illustrated, and intended to act as an indicator of potential cultural heritage value or interest, not an exhaustive review of each area.

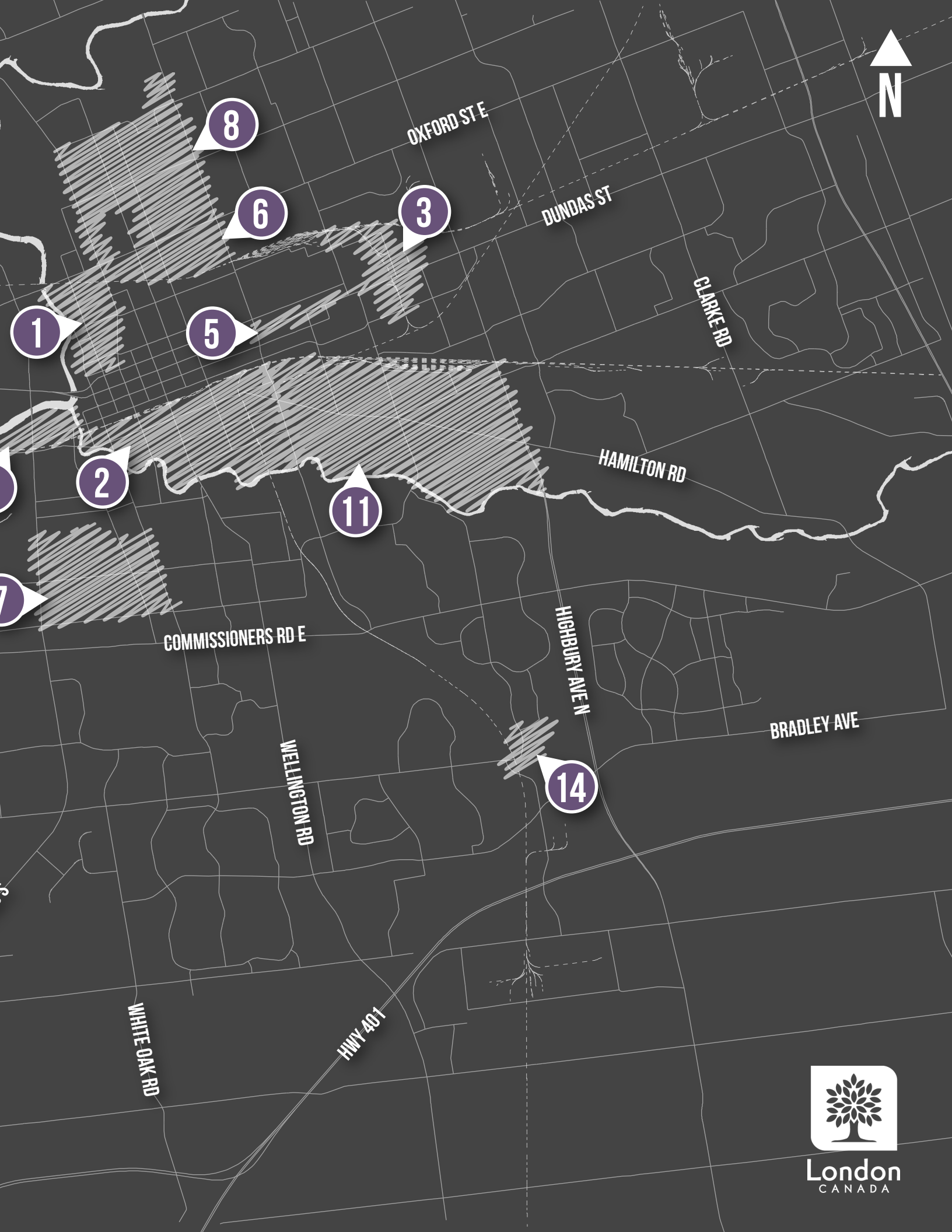
The following characterization studies include a:

- numerical ranking;
- place name;
- description of the area's location along with a location map;
- statement of primary use of properties within the area;
- summary of assessment and illustrative graph; and finally,
- description of the area.

HERITAGE PLACES 2.0 CANDIDATE AREAS



- 01 NORTH TALBOT
- 02 SOHO (SOUTH OF HORTON)
- 03 THE SMOKESTACK DISTRICT
- 04 STANLEY-BECKER-RIVERFORKS
- 05 OLD EAST VILLAGE-DUNDAS STREET
- 06 PICCADILLY
- 07 OLD SOUTH II
- 08 OLD NORTH
- 09 ORCHARD PARK SHERWOOD FOREST
- 10 LAMBETH
- 11 HAMILTON ROAD
- 12 BRAEMAR CRESCENT
- 13 HALL'S MILLS
- 14 POND MILLS



8

6

3

1

5

2

11

7

14

OXFORD ST E

DUNDAS ST

CLARKE RD

HAMILTON RD

COMMISSIONERS RD E

WELLINGTON RD

HIGBURY AVE N

BRADLEY AVE

WHITE OAK RD

HWY 401



London
CANADA



01 NORTH TALBOT

The North Talbot area generally includes properties on Talbot Street between Fullarton Street and Oxford Street East. Harris Park and the north branch of the Thames River (including Ann Street Park) form a natural border to the west. Abutting the North Talbot area are three existing heritage conservation districts – West Woodfield (to the east), Blackfriars-Petersville (to the west), and the Downtown Heritage Conservation District (mainly to the south-east).

PRIMARY USE: residential

ASSESSMENT:

North Talbot rates strongly in all factors used to assess candidate areas for further study as potential heritage conservation districts.





Background

The North Talbot area was not settled until the 1860s, but quickly became London's first 'suburb' established outside of the City-proper. Early on, the area developed to have an exclusive character reflecting London's elite, including homes of the Carling, Leonard, Gunn, Smart, and Blackburn families. Riverside mansions lined the east bank of the Thames River, and wealthy Londoners built expansive homes along major thoroughfares to reflect their high social standing. Over time, this area has transitioned to accommodate many of London's prominent business enterprises, often within historic buildings. Today, North Talbot still retains a predominantly residential character that is also clearly bordered with commercial main streets.

Description

The area is associated with the urban development of London following its annexation in 1840 and includes properties exhibiting late 19th and early 20th-century architectural styles and details (e.g., Italianate, Gothic Revival, and Queen Anne). Some of the most characteristic features of the area is the

many architectural variations on the Italianate style along with commanding residences and the prevailing use of buff brick. The natural landscape predominates with several access points and views along the Thames River.

North Talbot contains a high concentration of cultural heritage resources with nearly 120 heritage listed and designated properties on the City's *Register*. Some notable properties within the North Talbot area include:

- 76 Albert Street (c.1865), built for Josiah Blackburn
- 90 Albert Street (c.1870), home of William R. Meredith, member of Ontario Legislature in 1872 and leader of the Conservative opposition government in 1878; elected Chief Justice of Ontario in 1884
- 93-95 Dufferin Avenue – including 93 Dufferin Ave (c.1864), attributed to Samuel Peters
- Kent Streetscape – including 126-128 Kent Street, home of Thomas H. Carling, president of the Carling Brewing and Malting Company, 130 Kent Street (c.1863), built for George Mackenzie Gunn, and 136 Kent Street (c.1888), designed by

- George F. Durand for William A. Gunn, son of George M. Gunn
- 140-146 Mill Street (c.1863), a set of two double houses in the Italianate style
 - 513 Talbot Street (1881), formerly the Talbot Street Baptist Church
 - 651 Talbot Street (c.1905) and adjacent 653 Talbot Street (c.1908) part of the 'Riverside Residences'

North Talbot was identified in the original *Heritage Places* as an area of outstanding historical, architectural, and natural character that had potential for designation as a heritage conservation district under Part V of the *Ontario Heritage Act*. In July 2017, Municipal Council requested that North Talbot be considered as the top priority on the list of upcoming heritage conservation districts for designation.



02 SOHO (SOUTH OF HORTON)

SoHo or South of Horton, is largely situated south of Horton Street East as the name of this area implies. The area generally includes properties south of the Canadian National Railway lines and west of Adelaide Street North, with south branch of the Thames River form a natural southern and western boundary. SoHo abuts the Downtown and the existing Downtown Heritage Conservation District.

PRIMARY USE: residential/commercial

ASSESSMENT:

SoHo rates strongly in nearly all factors used to assess candidate areas for further study as potential heritage conservation districts.





Background

SoHo has a long history as a community in the City of London from its early days as a place of refuge on the Underground Railroad, to housing one of the City's major medical facilities, to being located along the edges of the Downtown and the Thames River. These factors have given this neighbourhood a prominent role in the development of the City.

The area is generally characterized by an eclectic mix of late 19th to 20th-century residential properties, with commercial properties along Wellington Street and Horton Street East. The portion of the area west of Wellington Street was located within the boundaries of Burwell's *Survey of the Town Site of London* (1826). It is the location of several of London's early mills and industries, including the Labatt Brewery. A major feature affecting the character of SoHo is the now vacant South Street Hospital Complex (formerly the London General Hospital, Victoria Hospital) including the remaining heritage buildings and vacant lands. When the London General Hospital first opened in 1875, the surrounding streets were lined with modest homes, the majority of which were occupied by a largely working-

class community.

In addition to the prominent themes of healthcare and medicine, SoHo is associated with early mills and industry, as well as Clark's Bridge, and a car barn associated with the London & Port Stanley Railway that bisects the area east of Maitland Street. Afro-Canadian history in London is linked to 'The Hollow' (around Thames Street) and the area more broadly. Other ethnic communities in London, including the Jewish and Polish communities are associated with the area and vestiges of their institutions are situated among its built heritage. The area is also associated with the history of the 1840 annexation of London.

Description

The SoHo area contains a high concentration of cultural heritage resources with over 125 heritage listed and designated properties on the City's Register. A distinct sense of place is found throughout particularly noting key streetscapes, such as Clarence Street, Colborne Street, Grey Street, and Henry Street. Some notable properties within the area include:

- 430 Grey Street (c.1868), Beth Emmanuel British Methodist Episcopal Church, one of the oldest

surviving churches representing the Black community in London

- 432 Grey Street (c.1853), Fugitive Slave Chapel; associated with early development of the Black community in London and later connections to the Underground Railway
- 391 South Street (c.1899), the Colborne Building; is the only building that remains on the south side of South Street as part of the original Victoria Hospital
- 392 South Street (c.1922), War Memorial Children's Hospital; built after WWI for specialized child care; Neo-classical styling with cut stone trim and foundations
- 240 Waterloo Street (c.1886), the Michigan Central Roundhouse

The SoHo Community Improvement Plan (2011) recommended that this area be further studied for potential heritage conservation district status. In 2013, Municipal Council supported this recommendation by adding SoHo to a 'priority listing' of areas identified for further HCD study.



03 THE SMOKESTACK DISTRICT

The Smokestack District comprises an area dotted with industrial complexes situated south of the Canadian Pacific Railway lines and west of Ashland Avenue. Florence Street and Kelloggs Lane and Burbrook Place loosely form the southern and western edges of the area.

PRIMARY USE: industrial heritage

ASSESSMENT:

The Smokestack District rates strongly in nearly all factors used to assess candidate areas for further study as potential heritage conservation districts.





Background

The Smokestack District includes a number of exemplary early 20th-century industrial complexes along Dundas Street. The area is also associated with municipality-sponsored industrial development in the 1910s to 1920s. It is one of a small number of urban areas in the City with observed industrial land uses nearby low- to mid-rise residential, commercial, and park land uses.

The area was annexed by the City of London in 1912. At the time, it was a largely underdeveloped stretch of land between the City of London and Pottersburg. A number of expansive factory complexes were constructed with factory workers' housing being constructed along many of the side streets in adjacent areas.

The District and its physical legacy is integral with the history of London. The District's development pattern traces the City's relationship with rail transportation. Remaining building structures and typologies reflect early 20th-century industrial architecture, factory workers' housing, and the rise of automobile usage (e.g. the early gas station).

Description

There is a concentration of intact examples of early 20th-century factory complexes, as well examples from the late 19th century and mid 20th-century, many of which are listed on the City's *Register*. Some notable properties within the area include:

- 1108 Dundas Street (earliest construction dates to 1907), the Empire Brass Company building, designed by architect John Mackenzie Moore
- 1152 Dundas Street (c.1920), Ruggles Truck building, designed by architectural firm Watt & Blackwell; classical structure with a center bay dominated by three great arched windows and flanked by two symmetrical wings; ornamentation in both the stone and the brickwork is extensive for an industrial structure
- 1156 Dundas Street (c.1914), McCormick Manufacturing Company building, designed by architectural firm Watt & Blackwell; McCormick's was one of the largest employers in London, and remains a major architectural landmark on Dundas Street
- 100 Kellogg Lane (1913-1931), original structure designed by architect John Mackenzie Moore

and boiler house by Albert Kahn; a large industrial structure dominating its portion of Dundas Street with repetitive pillars of red brick separated by large windows

- 445 Nightingale Avenue (c.1923), the Reid Brothers; red brick structure, indicative of the smaller companies in the District; original smokestack and skylights remain
- 471 Nightingale Avenue (c.1917), the Hunt Milling Company building, designed by architectural firm Watt & Blackwell; when built it housed one of the largest flour mills in Canada

The Smokestack District was identified in the Cultural Heritage Landscape Study of London (1996) as a potential Cultural Heritage Landscape – “Dundas East Industrial”. In 2017, fifteen properties in this area were added to the City's *Register*.



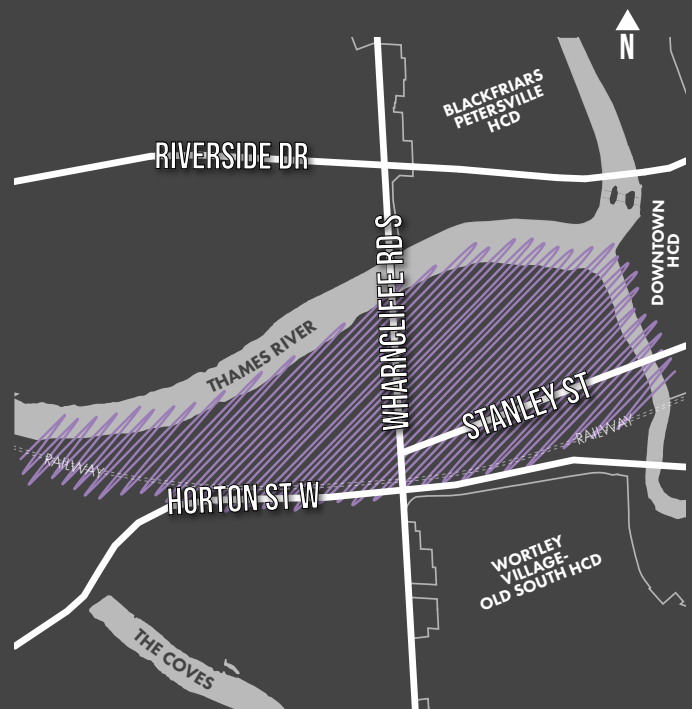
04 STANLEY-BECHER-RIVERFORKS

The Stanley-Becher-Riverforks area is bounded by the Thames River on the north, east and west, and the Canadian National Railway to the south. Surrounding the area are three existing heritage conservation districts – Blackfriars-Petersville (to the north), Wortley Village-Old South (to the south) and the Downtown Heritage Conservation District (to the east).

PRIMARY USE: residential

ASSESSMENT:

Stanley Becher-Riverforks rates strongly in many of the factors used to assess candidate areas for further study as potential heritage conservation districts.





Background

Stanley Street used to be the primary route that linked the Wharncliffe Highway to Ridout Street on the south side of the Thames River. Stanley Street was later subdivided into building lots in the 1870s, with much of the development in the Stanley-Becher-Riverforks area dating from the subsequent period. Some of the oldest homes in London are in this area such as "Stanley Terrace" and "Wincomblea".

Stanley-Becher-Riverforks is generally characterized by a mix of single and semi-detached, and row houses, many built in the mid 19th to early 20th-century. Parks along the Thames River are a defining element of this area with Stanley Street providing a connection from the Wharncliffe Highway (now Wharncliffe Road) to Ridout Street North via the Westminster Bridge. The area is closely associated with the Forks of the Thames River with scenic views to this natural heritage resource.

Examples of period architectural styles and refined details are found throughout the area. The King Street Bridge connecting the Stanley-Becher-Riverforks to Ivey Park, is recognized as a significant cultural heritage resource through its designation under

the *Ontario Heritage Act*. The area is associated with a number of prominent figures, including but not limited to James Givens, a judge in the County Court and President of the London Town Council in 1840-1841.

Description

The Stanley-Becher-Riverforks contains a number of properties listed in the *City's Register*. Key streetscapes include Stanley Street, Becher Street, The Ridgeway, Riverview Avenue, and Evergreen Avenue. Some notable properties within the area include:

- 40 Becher Street (c.1856) – known as Wincomblea – built for Finlay McFee and later occupied by Charles Hutchinson, Crown Attorney for the County of Middlesex and, later, Clerk of the Peace; it is a simple, two storey, buff brick home with a low hip roof and prominent chimneys; the architecture combines Georgian and Regency styles
- 15-17-19-21 Stanley Street (1843) – known as Stanley Terrace – built as the home of Judge James Givens, the first notary and solicitor for the Bank of Upper Canada and also president of the London Town Council in 1841
- 28-30-32 Stanley Street (c.1888), terrace cluster in a mixture of the

Georgian and Italianate styles; the porch features cut-out pattern detailing

- 50 Stanley Street (c.1886), designed by architect George Durand; a Queen Anne Revival home with unusual L-shaped plan with an offset, centre bay projection topped by a conical roof
- 54 Stanley Street (c.1879), unusual Italianate style and liberal use of stone work and detailing
- Numerous groupings of properties on the *Register* (ranging from 1843-c.1925)

Stanley-Becher was identified in the original *Heritage Places* as an area of outstanding historical, architectural and natural character that had potential for designation as a heritage conservation district under Part V of the *Ontario Heritage Act*. In 2013, Municipal Council added Riverforks to Stanley-Becher-Riverforks to recognize the candidate areas on both sides of Wharncliffe Road South. Areas of archaeological potential are identified in the area in the *Archaeological Management Plan* (2017).



05 OLD EAST VILLAGE-DUNDAS STREET

The Old East Village-Dundas Street area generally includes properties on Dundas Street between Adelaide Street North and Quebec Street. In the surrounding area is the Western Fair and the existing Old East Heritage Conservation District – which the area abuts at its northern edge.

PRIMARY USE: commercial

ASSESSMENT:

Old East Village-Dundas Street rates strongly in many of the factors used to assess candidate areas for further study as potential heritage conservation districts.





Background

The Old East Village-Dundas Street area is closely associated with the former Village of London East and the annexation of the area in 1885, as the City of London expanded eastward. The area is also associated with the 1912 annexation of the ‘Smokestack District’, immediately east of this candidate area, and the growth of London’s industries. Examples of late 19th and early 20th-century commercial architectural styles and details are found throughout the area as well as examples of important religious and institutional architecture.

Description

The Old East Village-Dundas Street area is generally characterized by several blocks of late 19th to early 20th-century commercial storefronts, Aeolian Hall (the former Town Hall of the Village of London East), the Palace Theatre building, several turn of the century residential buildings and prominent religious structures. The area reflects the commercial centre of the former Village of London

East. A distinct sense of place is found throughout the area due in part to a cohesive main street streetscape. The area contains a concentration of cultural heritage resources with nearly 75 heritage listed and designated properties on the City’s *Register*. Some notable properties within the area include:

- 609 Dundas Street (1871), Lilley's Corners
- 664 Dundas Street (1897), London Clay Arts Centre; Late Victorian, part of Anderson Block
- 694 Dundas Street (c.1900), two storey, red brick Italianate building – flat roof with large wooden cornice
- 710 Dundas Street (1929), Palace Theatre, Park Theatre; in the Art Deco style – currently the London Community Players
- 778-780 Dundas Street (1886), first business on premises was J. H. Cunningham Fancy Goods; Italianate, two-storey white brick
- 795 Dundas Street (1883), Aeolian Hall
- 864-872 Dundas Street (1885, c.1907), Hayman Commercial Block; built in two sections, with brick of

earlier section stained red to match c.1907 addition

- 869-871 Dundas Street (1890), Hayman House; built for John Hayman, founder of J. Hayman & Sons, contracting business; extensive verandah with bandshell

In 2018, the City of London undertook the preparation of the Old East Village-Dundas Street Corridor Secondary Plan, which was adopted by Municipal Council on June 25, 2019. This area is also subject to the Old East Village Community Improvement Plan (CIP) and guidelines contained within the Old East Village Commercial Corridor: Urban Design Manual (2016).



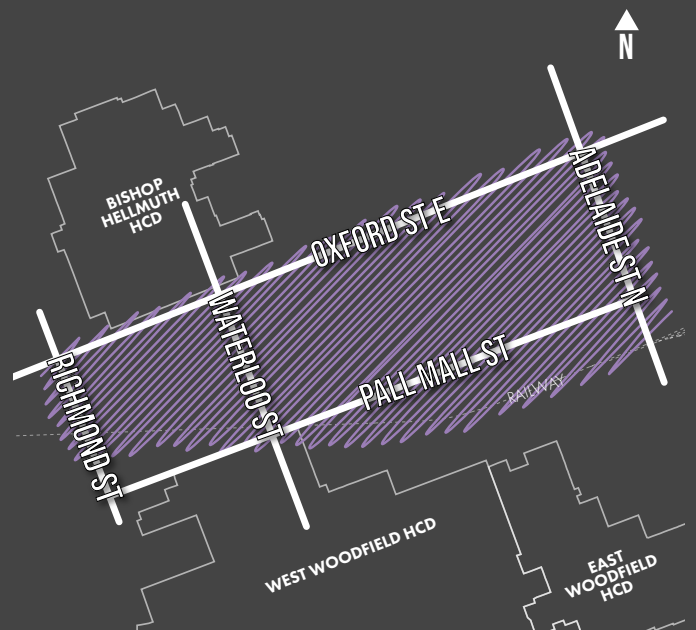
06 PICCADILLY

The Piccadilly area generally includes properties south of Oxford Street East, west of Adelaide Street North, north of the Canadian Pacific Railway and east of Richmond Street. Surrounding the area are three existing heritage conservation districts- West Woodfield Heritage Conservation District, East Woodfield Heritage Conservation District, and the Bishop Hellmuth Heritage Conservation District, which abuts the northern edge of the Piccadilly area.

PRIMARY USE: residential

ASSESSMENT:

Piccadilly rates strongly in several factors and is emerging in others used to assess candidate areas for further study as potential heritage conservation districts.





Background

The Piccadilly area was sparsely populated until the 1880's, due to several blocks being occupied by the British Garrison and the Carling Brewery. The British Garrison was situated on land east of Richmond Street and south of Piccadilly Street down to present day Victoria Park. An artificial body of water, named Lake Horn after Colonel Horn, was created by the British Garrison in the mid 1800's at the most northern point of the Garrison grounds. The Carling Creek, which runs through the Piccadilly area, was dammed at Richmond Street to create Lake Horn. The Garrison grounds were gradually quitted after 1865, but the area just south of Piccadilly Street was not sold for development until the 1880's.

The former Carling Brewery occupied most of the Piccadilly, Waterloo, Pall Mall, and Colborne Street block, just east of the British Garrison. Thomas Carling opened the brewery around 1840. By the 1880's, the former Garrison grounds had been divided up, the dam at Richmond Street was removed and Horn Lake had disappeared.

In 1888 the brewery was relocated to Talbot Street. The block that once occupied Carling Brewery was open for development and the Canada Pacific Railway tracks were laid out alongside Carling Creek. Colborne Street Methodist Church, built in 1889, was the first development on the former Carling Brewery property.

Description

The availability of land in a relatively short time resulted in consistency in building designs representing the period of development. Wide gable ends on the front, with small attic windows, ornamented with milled woodwork that are sided with shingles, can still be seen throughout the area. While these decorative gables are a common element in the area, the distinctiveness comes from similarities being found in a variety of building plans and heights.

The Piccadilly area contains a high concentration of cultural heritage resources with over 70 heritage listed and designated properties on the City's *Register*. Some notable properties within the area include:

- 301 Piccadilly Street (c.1872), home of James Shanley, organizer of the London Field Battery and Local Master of the Supreme Court
- 336 Piccadilly Street (c.1907), also known as Kenross, designed for Charles R. Somerville, founder of a paper box manufacturing company that grew into Somerville Industries
- 398 Piccadilly Street (c.1903), designed by Herbert E. Mathews for John George Richter, a president of the London Life Insurance Company
- 445 Piccadilly Street (c.1905), built by architect William G. Murray for Mr. Fred Henderson, a clerk with Robinson, Little & Co., Wholesale and Dry Goods Dealers

The Piccadilly area is consistently recognized by members of London's heritage community when areas in the City are discussed for potential Heritage Conservation District designation. Although the area has seen newer 20th-century development, much of Piccadilly still dates from its early turn-of-the-century period of rapid building and construction.



07 OLD SOUTH II

The Old South II area generally includes properties south of Duchess Avenue/McKenzie Avenue, west of Ridout Street South, fronting Baseline Road East, and west of Wharncliffe Road South. The area abuts the existing Wortley Village- Old South Heritage Conservation District.

PRIMARY USE: residential

ASSESSMENT:

Old South II rates strongly in several factors and is emerging in others used to assess candidate areas for further study as potential heritage conservation districts.





Background

The Old South II area developed substantially between World War I and World War II. South of Emery Street East (between Wharncliffe Road South and Edward Street) interwar period homes of the 1920s and 1930s are laid out in narrow blocks. East-west roads in this portion of the area extend only one or two blocks, with several prominent bends (notably along Elworthy and Iroquois Avenues). Examples of predominantly vernacular styles, dating to the early 20th century, are found throughout the area. A distinct sense of place is found with respect to scale, massing, setbacks and groupings of similar decorative motifs or plans.

Description

The Old South II area is generally characterized by an eclectic mix of 20th century detached residential properties. The development pattern was influenced by estate lots on the edge of the City. The area contains a number of cultural heritage resources with nearly 50 heritage listed and

designated properties on the City's *Register*. Some notable properties within the area include:

- 244 Base Line Road East (c.1934), Eclectic styling in brick with Tudor details
- 139 Briscoe Street East (c.1882), Ontario Cottage with edged hip roof and pediment gable with gingerbread verging
- 161 and 163 Devonshire Avenue; couplet of (c.1938) Tudor Revival brick buildings with stone trim
- 198 Emery Street East (c.1875), Ontario Cottage built for Thomas Hayden who farmed the area bounded by Wortley Road, Wharncliffe Road S, Briscoe Street and Devonshire Avenue
- 212 Emery Street East (c.1890), Ontario Cottage with central pediment gable and two front bays
- 128 Langarth Street East (c.1883), Ontario Cottage, frame with original wood siding
- 353 Wortley Road (c.1919), one-and-a-half storey Queen Anne red brick with high cross-gabled roof
- 379 Wortley Road (1921), one-and-a-half storey in the Prairie style

with red Spanish tile roof; former home of Mary Scoffield (1907-1992), London's first female medical specialist

- 385 Wortley Road (c.1890), Italianate styling with partially enclosed front verandah

There are some areas of archaeological potential identified in the *Archaeological Management Plan* (2017).



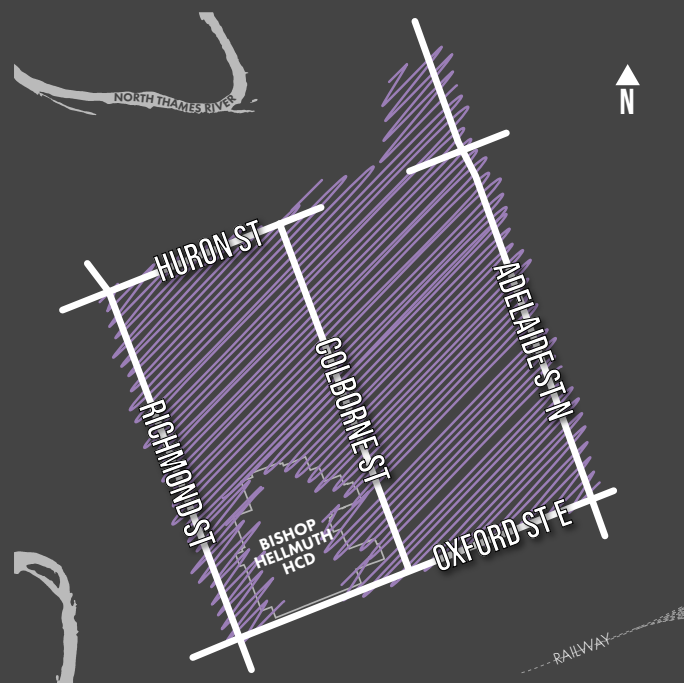
08 OLD NORTH

The Old North area generally includes properties south of Huron Street and the North London Athletic Fields, west of Adelaide Street North, north of Oxford Street and east of Richmond Street. Old North completely surrounds the existing Bishop Hellmuth Heritage Conservation District.

PRIMARY USE: residential

ASSESSMENT:

Old North rates strongly in several factors and is emerging in others used to assess candidate areas for further study as potential heritage conservation districts.





Background

Formerly located at the north end of the City of London, Old North was part of a large area surveyed for settlement in the 1840s. The area remained largely undeveloped until the end of the 19th century. Many of the extant residential structures were constructed in the early 20th century, mostly before World War II. North-south streets within the area are generally continuations of those of the old City of London. The survey pattern of Old North generally reflects its association with inter-war era development.

Description

Old North is generally characterized by detached, low-rise residential properties with a number of wide, tree-lined boulevards. Groupings of residential-vernacular (with some examples of architect-designed residences) are found throughout the area. A distinct sense of place is found throughout, particularly along prime streetscapes, such as Clenray Place and Richmond Street between Oxford

Street East and Huron Street.

The area contains a high number of cultural heritage resources with over 180 heritage listed and designated properties on the City's *Register*. Some notable properties within the area include:

- 1 to 18 Chalmers Street (1933-37), clustering of inter-war Tudor Revival residential properties
- 1 to 17 Clenray Place, cul-de-sac (1932-36), strong streetscape of compatibly-designed properties
- 807 Colborne Street (1909), Fire Hall No. 4; designed by architect Arthur E. Nutter and features a hose-drying tower
- 290 Huron Street (1929), owned by Stuart Gallagher of Gallagher Motors Ltd; Tudor Revival style with original casement windows and picturesque dormers
- 401 Huron Street (1937) Colonial with centre hall plan and wood siding
- 986 Richmond Street (c1908), in the Shingle Style with gambrel roof sheathed in slate
- 268 Regent Street (1935), Albert

M. Masuret was the first owner who was a well-known wholesale grocer; Herbert E. Murton architect, designed in the English Cottage style

- 273 Regent Street (1927), house exhibiting many recognizable features that define the Arts & Crafts style
- 784 Richmond St (1863), Picturesque Gothic with double gable façade
- 371 St James Street (1880), former home of William Wyatt in the Italianate style
- 325 Victoria Street (1930) Tudor Revival styling in stucco and brick, projecting decorative beams on front façade and low pitched gable roof

The area contains archaeological potential identified in the *Archaeological Management Plan* (2017).



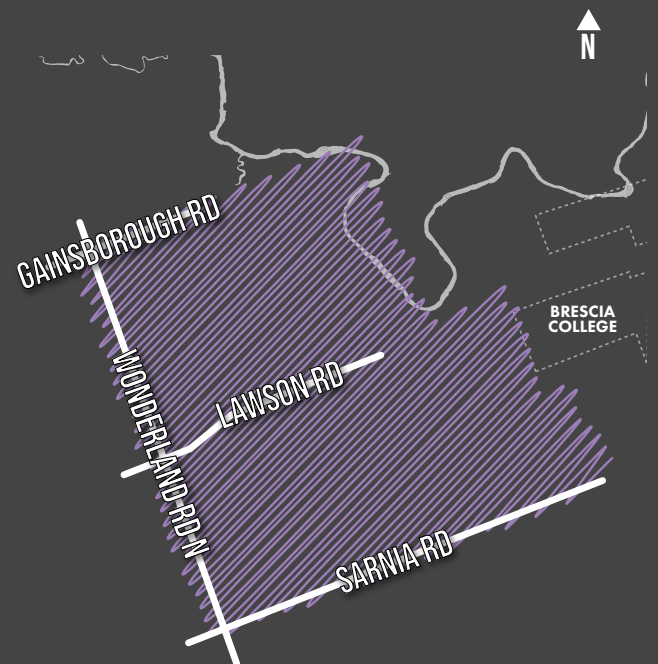
09 ORCHARD PARK SHERWOOD FOREST

The Orchard Park Sherwood Forest area generally includes properties south of Gainsborough Road and Medway Valley Heritage Forest ESA, west of Brescia Lane, north of Sarnia Road and east of Wonderland Road North. Abutting the Orchard Park Sherwood Forest area to the north is the Elsie Perrin Williams Estate, and to the east is Brescia College.

PRIMARY USE: residential

ASSESSMENT:

Orchard Park Sherwood Forest rates strongly in several factors and is emerging in others used to assess candidate areas for further study as potential heritage conservation districts.





Background

The Orchard Park Sherwood Forest area is associated with residential subdivision development outside the City during a period of post-war growth. In 1955, developer Bill Davies confirmed plans for a \$7.5 million, 500 home development on land in the Brescia Heights area of what was then the Township of London. Promotional material stated that this project was to be “carved out a huge apple orchard” from family farms owned by the Sleight's, Edward's, and Palser's into the Orchard Park subdivision. Many of the street names within Orchard Park reflect Davies' interests. Bromleigh Avenue is from Birmingham, England, where Davies' daughter lived. Further, Wychwood Park echoes the name of the Toronto neighbourhood where Davies grew up. Development continued gradually north of Orchard Park, as Sherwood Forest on the former site of Dr. Russell Schram's farm. The development proceeded in three phases: 1960, 1963, and 1964.

Description

The Orchard Park Sherwood Forest area is a characteristic planned residential subdivision of the 1960s era, comprising mainly single-family detached residential properties sited along winding crescents and cul-de-sacs. Irregular parcels have resulted a distinct rhythm of staggered building frontages.

There are many parks with open green space in the area, including Gretna Green Park, Ruskin Park, Rollingwood Circle Park, and A.L. Furanna Park. The grounds of the former Sherwood Forest Public School also offer recreation opportunities. There are two elementary schools, Orchard Park and St. Thomas More.

The area includes two heritage listed properties on the City's *Register* – 33 Bromleigh Avenue (1962) and 122 Bloomfield Drive (1956) – which reflect Mid-Century Modern architectural styling. In addition to a high concentration of 1950s and 1960s residential structures, the area includes a number of physical features

and characteristics representative of subdivision planning and design including the prevalence of bungalows with attached garages or carports, wide chimneys and wide setbacks. Development of the subdivision is indicative of the period, and includes the use of cul-de-sacs and integration with the natural topography and planned park spaces.

A request from the Orchard Park-Sherwood Forest Ratepayers Association was received in May 2013 to add their community to the priority listing of potential heritage conservation districts. This was received by the London Advisory Committee on Heritage (LACH) on June 12, 2013, and approved by Municipal Council's resolution on June 25, 2013.



10 LAMBETH

The Lambeth area is located in the south end of London and includes properties in the former village of Lambeth. James Street, Campbell Street, Sunray Avenue and Dingman Creek loosely form the edges of the area.

PRIMARY USE: commercial/residential

ASSESSMENT:

Lambeth is an emerging area for further study as a potential heritage conservation district, reflecting many of the factors used to assess candidate areas for *Heritage Places 2.0*.





Background

For the purposes of this characterization study, the Lambeth area generally comprises the central core of the former rural village of Lambeth – centered around the intersection of two historic transportation routes – Colonel Talbot Road and Main Street/Longwoods Road. Lambeth dates to around 1809, when Abraham Patrick settled on the east side of Dingman Creek. A post office was established in the community in 1840, operating under the names of Westminster and Lambeth; the post office was located along Main Street, west of Colonel Talbot Road. Lambeth was annexed by the City of London in 1993, and maintains a strong sense of place as a distinct community.

Description

The area includes a number of low-rise detached residential structures, commercial structures and park spaces. Two churches, Lambeth United Church and Trinity Anglican Church, along with a cemetery and cenotaph

are located near the intersection of Main Street and Colonel Talbot Road. Several of the primary streets in the area are named for key figures in Lambeth’s development history. For example, James and Beattie Streets are named for James and Sarah Beattie, who, in 1865, purchased land from the St. Andrew’s Division of the Sons of Temperance, and then sold this property to the Wesleyan Methodist Church in 1866 (Anguish, p16).

The area contains a concentration of cultural heritage resources with nearly 40 heritage listed and designated properties on the City’s *Register*. Some notable properties within the area include:

- 4307 Colonel Talbot Road (1868), Trinity Anglican Church and Cemetery
- Lambeth’s Cenotaph
- 4380 Colonel Talbot Road (1861), Beresford House; property associated with early settler Merrill S. Ayers, who purchased the lot in 1853 where the present house is located
- 4402 Colonel Talbot Road (1925),

former M.B. McEacheren Public School; designed by architect Herbert McBride in the Beaux Arts style

- 2457 Main Street (c.1870), Gothic Revival styling
- 2527 Main Street (c.1865), Georgian style with centre hall plan

The City of London is currently undertaking the preparation of a Community Improvement Plan (CIP) for Lambeth (draft 2018). The Lambeth Village Core is subject to the Southwest Area Secondary Plan (2017 update). Areas of archaeological potential are identified in the Archaeological Management Plan (2017).



11 HAMILTON ROAD

The Hamilton Road area is located southeast of the Downtown and includes properties surrounding Hamilton Road. The area generally includes properties south of the Canadian National Railway, west of Highbury Avenue North and east of Adelaide Street North. The south branch of the Thames River forms a natural southern boundary.

PRIMARY USE: commercial/residential

ASSESSMENT:

Hamilton Road is an emerging area for further study as a potential heritage conservation district, reflecting many of the factors used to assess candidate areas for *Heritage Places 2.0*.





Background

The Hamilton Road area has, and continues to be, an important route into the City's Downtown. The area east of Adelaide Street was annexed by London in 1840 and after annexation, the area began to emerge as an industrial area with a number of small oil refineries. The number of industrial and commercial properties increased after the Grand Trunk Railway (currently part of the Canadian National Railway system) was completed in 1853. The remaining portion of the Hamilton Road area became a part of the City of London in 1885 when the area west of Egerton Street was annexed. In the early 20th century, a number of industrial businesses relocated, which allowed for large areas to be subdivided for housing. Industrial business along the railway consolidated, and commercial properties continued to grow along Hamilton Road.

Description

Hamilton Road continues to be the spine that runs through the area,

and includes low-rise commercial properties as well as institutional, educational, and spiritual structures. The angle of Hamilton Road creates an irregular, but rhythmic pattern of lots and building facades. Neighbourhoods branching off from Hamilton Road include residential structures dating from the late 19th to mid 20th century, and it is not uncommon for a structure to be identical to other houses on the street.

The Hamilton Road area contains a high concentration of cultural heritage resources with over 150 heritage listed and designated properties on the City's *Register*. Some notable properties within the area include:

- 75 Dillabough Street (c.1915), first occupant was J.H. Parker, a foreman
- 88 Egerton Street (c.1914), first occupant was W. Clarke Rumble of Barton and Rumble Carworks
- 77 Price Street (c.1875), occupant Henry Stratford, a plasterer
- Smith Street (c.1908), a row of identical houses

Working with the local community, Planning Services undertook a Community Improvement Plan (CIP) for the Hamilton Road Area which was adopted by Municipal Council in March 2018.



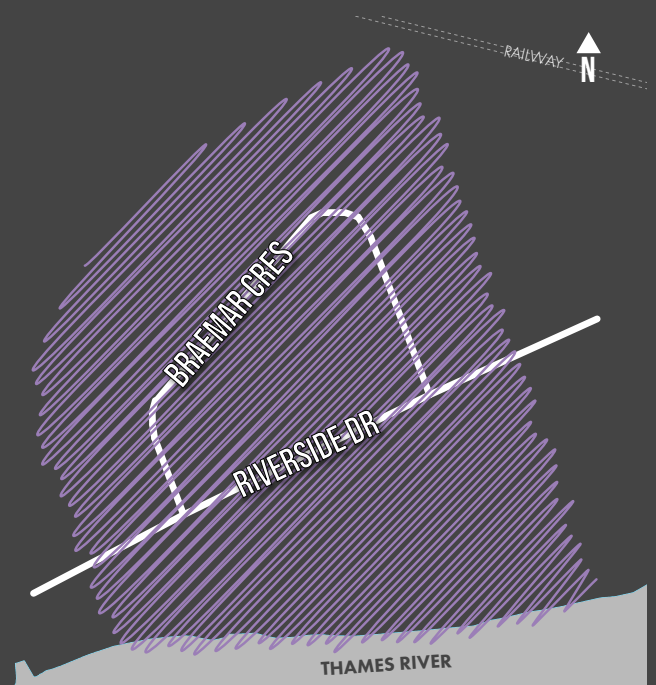
12 BRAEMAR CRESCENT

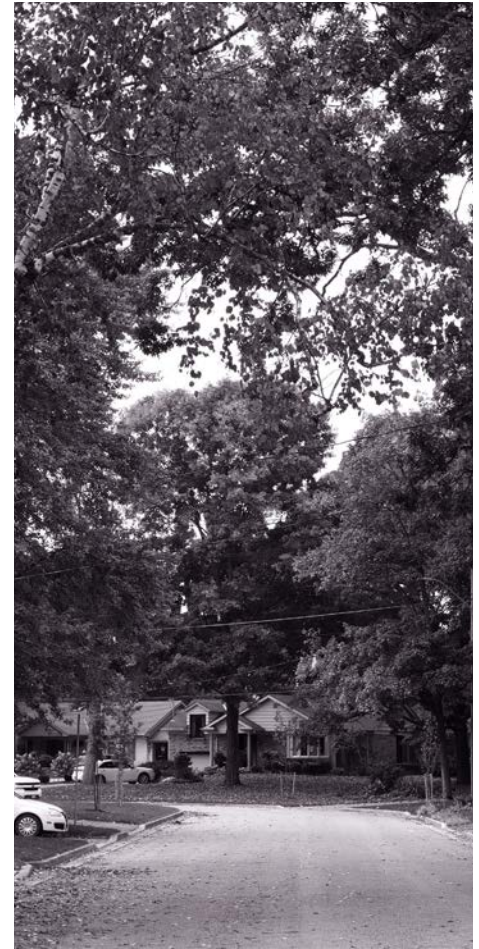
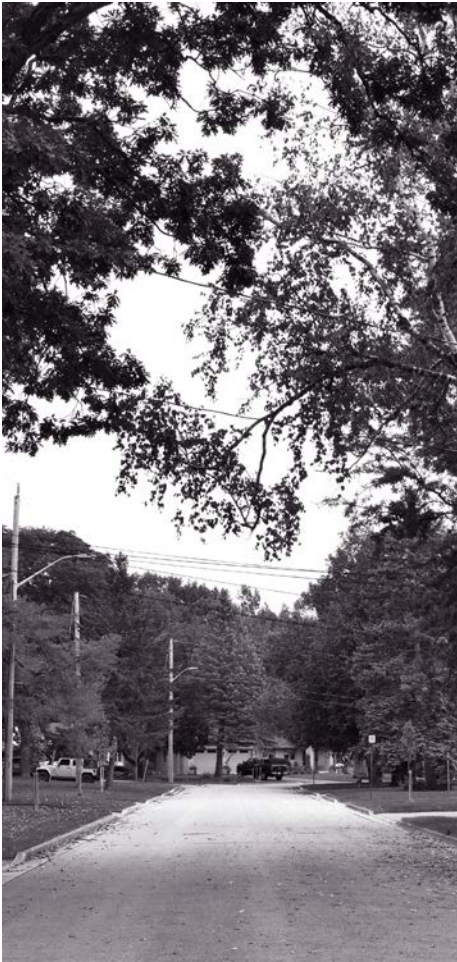
The Braemar Crescent area is located in West London and generally includes properties fronting Braemar Crescent. The area is generally located south/west of Braemar Crescent, north of the Thames River, and east of Wonderland Road North.

PRIMARY USE: residential

ASSESSMENT:

Braemar Crescent is an emerging area for further study as a potential heritage conservation district, reflecting many of the factors used to assess candidate areas for *Heritage Places 2.0*.





Background

Braemar Crescent was London's first subdivision. It is also the first subdivision development undertaken by London home-builder Harry Sifton (The Sifton Construction Company) in an area then located outside of the City of London.

The area is generally characterized by mainly single story, two and three bedroom homes situated on lots to take advantage of the existing landscape and mature trees. Development primarily dates from 1949 to 1951. The south half of the plan of subdivision was registered in 1948 and comprises long residential lots fronting Riverside Drive (then North River Road) and backs onto the Thames River. The north half of the subdivision – comprising smaller, irregularly-shaped lots along Braemar Crescent – was approved in 1950. Construction began in spring 1950, with a total of 57 homes being built from 1950-1951. Braemar Crescent was pivotal for Sifton as the company considered future development in London.

Description

Braemar Crescent is associated with the suburban development of London beginning in the 1950s. It is the first example of a suburban residential development by a private developer. The area includes a high concentration of structures from the 1949-1951 development. A distinct sense of place is found along Braemar Crescent throughout the Braemar Crescent development. No properties within the area are currently listed or designated on the City's *Register*.



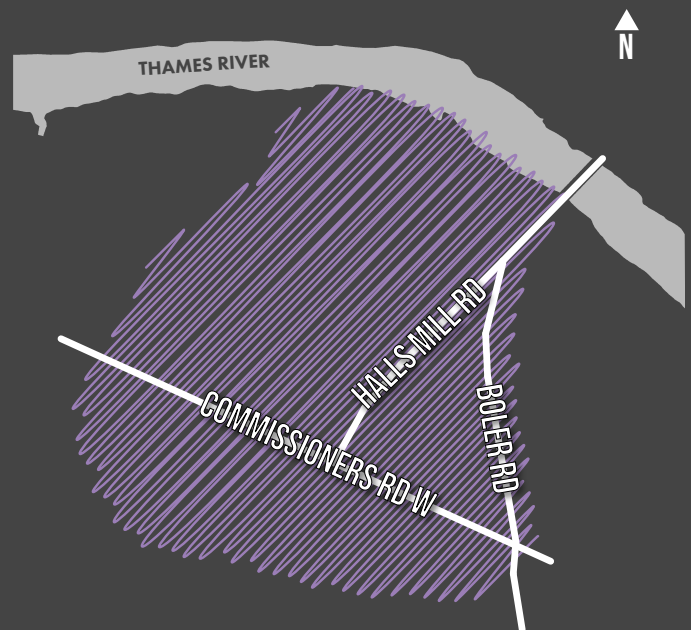
13 HALL'S MILLS

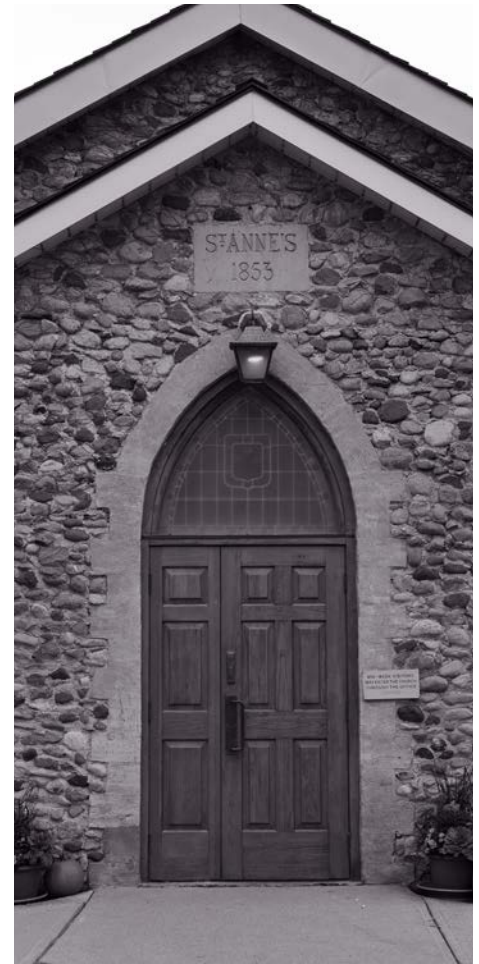
The Hall's Mills area is located in Byron and generally includes properties on Halls Mill Road. The area is generally bounded by the Thames River to the north, Boler Road to the west, Commissioners Road West to the south and Stephen Street to the east. The adjacent area includes Springbank Park.

PRIMARY USE: residential

ASSESSMENT:

Hall's Mills is an emerging area for further study as a potential heritage conservation district, reflecting several of the factors used to assess candidate areas for *Heritage Places 2.0*.





Background

The Hall's Mills area is associated with the early history of Westminster, Hall's Mills and the village of Byron. In the 1820s, a carding and fulling mill was constructed in this location along the Thames River. Burleigh Hunt purchased that property in 1831 and constructed a gristmill and dam across the Thames River. The business was purchased in 1833 by Cyrenius Hall, after whom the hamlet was known.

Westminster was called Hall's Mills as early as 1845 by local community members. In 1853 the area officially became Hall's Mills in honour of Cyrenius Hall, an early owner of a gristmill and dam constructed across the Thames River at this location. At that time the area was settled by 200 people and had a post office. Ultimately, the village of Byron developed around Hall's Mills, and in 1961 the village of Byron was annexed by the City of London.

Description

The Thames River exerts a strong presence in the area and is a

significant geographical, contextual, and historical feature. The natural topography, dense canopy, and location of Hall's Mills along the Thames River contribute to the character and secluded sense of place.

The Hall's Mill area is generally characterized by the collection of early to mid 19th-century properties along Halls Mills Road and Commissioners Road West. The properties along Halls Mills Road range in styles, including Georgian, Ontario Cottage and Queen Anne. There are several properties along Commissioners Road West that are included in the area, including 1289 Commissioners Road West, which is believed to be the last remaining building of the original commercial area.

Within a relatively small area, Hall's Mills contains a concentration of cultural heritage resources that are listed on the City's *Register*. Some notable properties within the area include:

- 1289 Commissioners Road West (c.1835), property of Lanson Harrington, a trunk and saddle maker

- 1344 Commissioners Road West (c.1853), St. Anne's Church in Gothic Revival style
- 225 Halls Mill Road (c.1860), Ontario Cottage with centre gable
- 247 Halls Mill Road (c.1890), Queen Anne styled with bargeboard and open verandah with decorative gingerbread detailing
- 249 Halls Mills Road (c.1835), occupied by Dr. John Lee and his wife who operated a private school out of their home until 1842 – it is a typical five-bay Georgian styled house
- 1288 Halls Mill Place (c.1834), Gothic Revival, built by C. M. Elson, carpenter in Byron



14 POND MILLS

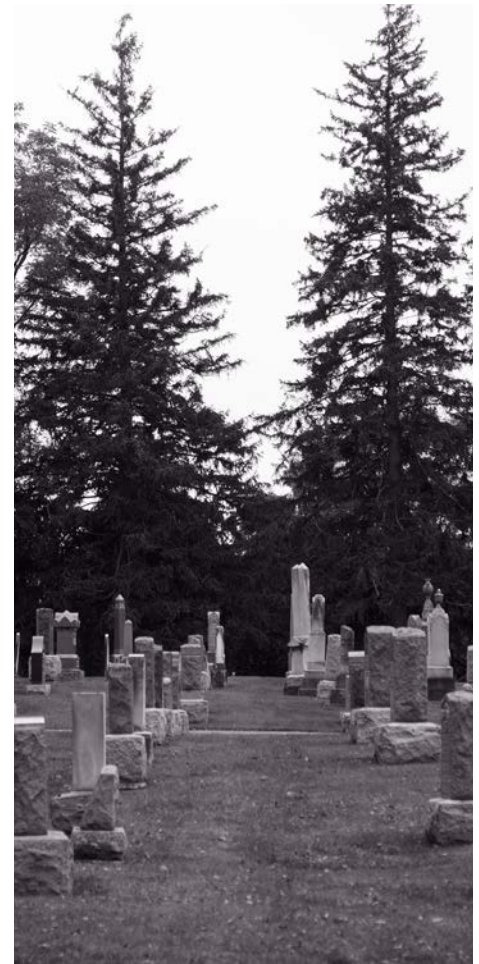
The Pond Mills area is located north of Highway 401 and west of Highbury Avenue South. It is mostly surrounded by Westminister Ponds-South-Pond Mills Environmentally Sensitive Area (ESA) which contains six kettle ponds. The area generally includes properties south of Pond View Road, north/west of Pond Mills Road and east of Pond Mills Road/Southdale Road East.

PRIMARY USE: residential

ASSESSMENT:

Pond Mills is an emerging area for further study as a potential heritage conservation district, reflecting several of the factors used to assess candidate areas for *Heritage Places 2.0*.





Background

Pond Mills is one of the oldest settlements in the former Westminster Township and is associated with the small rural settlement that developed in the 19th century. The area is characterized by the surrounding natural landscape, which includes the Westminster Ponds – Pond Mills Environmentally Sensitive Area and its kettle ponds. This is a key landscape feature. Previously recorded Indigenous sites in the area include at least one late Archaic period site (2500 – 1000 BC) and one Middle Woodland period site (BC 500- 500 AD).

This area attracted early settlers to the shores of the ponds, with a French settler named Mr. Lumeree, building the first mill on a pond in 1823. A hamlet soon grew to include small grist mills, cheese factories, general stores, a school, church, and cemetery. The Pond Mills Cemetery on the North Pond, is one of the oldest in London, with the first burial recorded on May 12, 1825.

Pond Mills contains several scenic

features. These include the natural areas surrounding the ponds and stretches of scenic roadways along Pond Mills Road where it meets Southdale Road East as well as a stretch of Pond View Road.

Description

The area includes several listed properties on the City's *Register* which comprise remnants of the former settlements that grew around the ponds. Some notable cultural heritage resources within the Pond Mills area include:

- Pond Mills Cemetery
- 555 Pond Mills Road (c.1843), original home of a miller whose grist mill was located nearby; the foundations of the mill are still visible
- 570 Pond Mills Rd (c.1870), 1 ½ storey buff brick Ontario farmhouse
- 700 Pond Mills Road (c.1870), Baty House, a Gothic Revival farmhouse still within its original setting
- 1075 Pond View Road (c.1870), an early Ontario farmhouse

Pond Mills was identified in the original *Heritage Places* as an area of outstanding historical, architectural, and natural character that had potential for designation as a heritage conservation district under Part V of the *Ontario Heritage Act*. Areas of archaeological potential are identified in the *Archaeological Management Plan* (2017).

APPENDIX

HERITAGE CONSERVATION DISTRICT - DESIGNATION PROCESS

One of the objectives of designating an area under Part V of the *Ontario Heritage Act (OHA)* is the long-term conservation and management of its cultural heritage value or interest.

Policy – Ontario Heritage Act + The London Plan

The *Ontario Heritage Act (OHA)* enables local municipalities to designate heritage conservation districts (HCDs) provided the requirements of the *OHA* are met and the municipality has sufficient supporting policies within its official plan. London's official plan, *The London Plan*, contains sufficient policies to enable the designation of an HCD in accordance with the *OHA*, as well as the identification of criteria for the evaluation of potential HCDs.

“City Council will consider the following criteria in the evaluation of an area for designation as a heritage conservation district:

1. The association of the area with a particular historical event or era that is unique to the community.
2. The presence of properties which are considered significant to the community as a result of their location or setting.
3. The presence of properties representing a design or method of construction which is considered to be of cultural heritage value or interest to the community, region, province, or nation.
4. The presence of properties which collectively represent a certain aspect of the development of the city that is worthy of maintaining.
5. The presence of physical, environmental, or aesthetic elements which, individually, may not constitute sufficient grounds for designation as a heritage conservation district, but which collectively are significant to the community” (Policy 576).

Process – Requests for Designation

The City has traditionally dealt with a request for HCD Designation in a sequential process. Following Municipal Council's direction in response to a request from the community, a request for proposals is issued to select consultants to undertake the formal study to determine whether an area meets *The London Plan* criteria and provincial requirements for protection as an HCD

under Part V of the *Ontario Heritage Act (OHA)* and to make recommendations regarding possible boundaries. As part of this phase, at least one public information meeting is required. Upon reporting back to Municipal Council, Municipal Council may then direct the preparation of a Plan & Guidelines for the proposed HCD. Again, at least one public information meeting is required as well as a statutory public meeting before the Planning and Environment Committee prior to a recommendation that Municipal Council pass a by-law to designate the HCD pursuant to Part V of the *OHA*. The passing of the bylaw triggers a thirty-day appeal period. If an appeal is launched, the HCD is not in force and effect until the appeal is resolved.

The following are the key steps to designate an HCD as outlined in the *Ontario Heritage Tool Kit – Heritage Conservation Districts* (p16):

The Study

- Step 1 – Request to designate
- Step 2 – Consultation with the Municipal Heritage Committee
- Step 3 – Official Plan provisions should be in place
- Step 4 – The Area Study
- Step 5 – Evaluation of cultural heritage resources and attributes
- Step 6 – Delineation of boundary of the study area & potential HCD
- Step 7 – Public consultation on draft HCD study
→ Municipal Council decision

The Plan

- Step 8 – Preparation of the HCD plan and guidelines (public consultation required)
- Step 9 – Passing the designation bylaw & adoption of the HCD plan
- Step 10 – Registration of bylaw on title
- Step 11 – Notification of passing of bylaw to the Ontario Heritage Trust
- Step 12 – Proposed changes to existing bylaws and Official Plan provisions
- Step 13 – Implementing the HCD Plan

See Table 3.

HCD Study – Required Contents under the Ontario Heritage Act

Section 40(2) of the *Ontario Heritage Act (OHA)* requires that a study for the purpose of designating one or more

HCDs shall include the following:

- a) Examine the character and appearance of the area that is subject of the study, including buildings, structures and other property features of the area, to determine if the area should be preserved as a heritage conservation district;
- b) Examine and make recommendations as to the geographic boundaries of the area to be designated;
- c) Consider and make recommendations as to the objectives of the designation and the content of the heritage conservation district plan required under Section 41.1;
- d) Make recommendations as to any changes that will be required to the municipality's official plan and to any municipal bylaws, including any zoning by-laws. 2005, c. 6. S. 29.

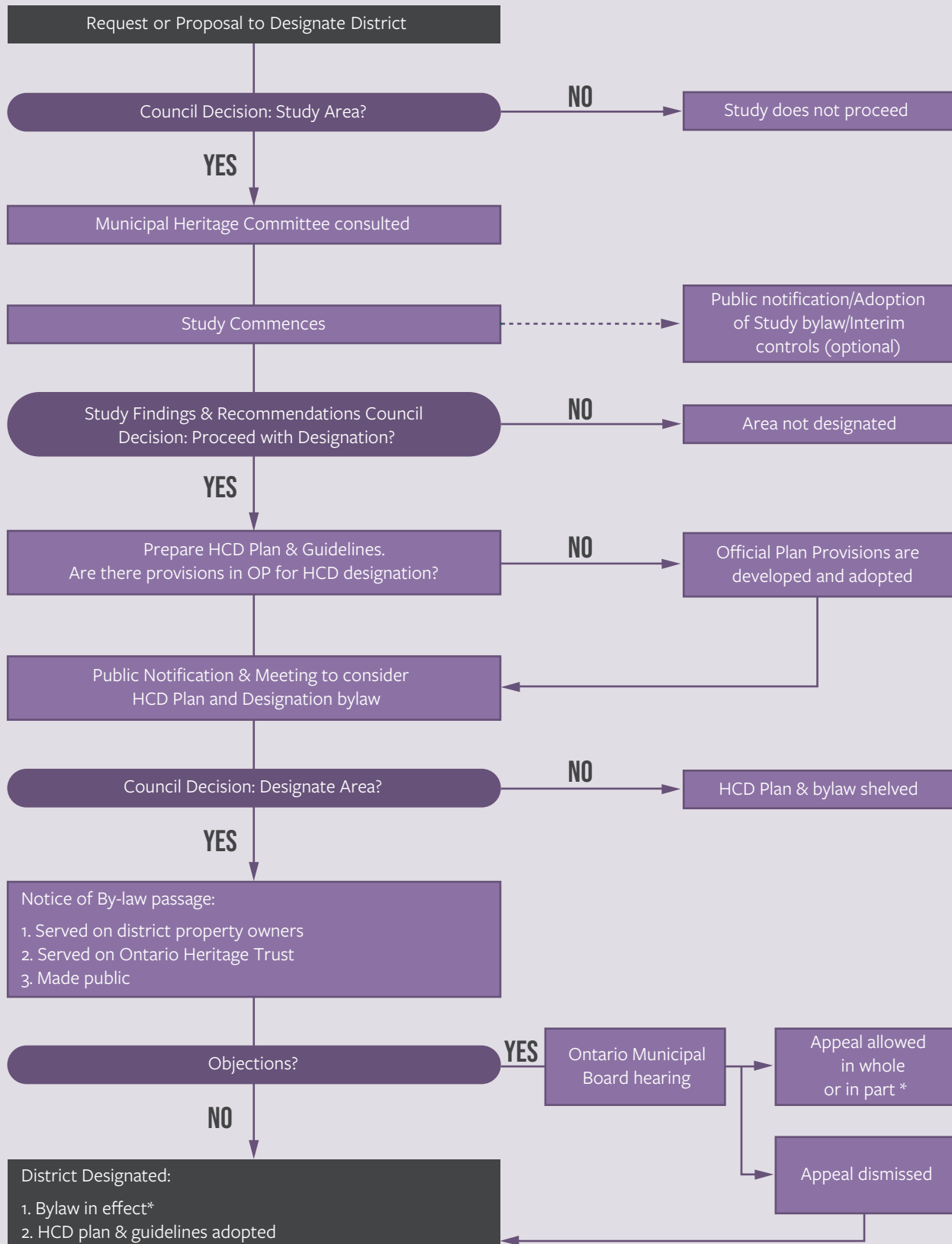
The *OHA* requires consultation with a municipal heritage committee, where established, with respect to the study (Section 40(3)). London's municipal heritage committee is the London Advisory Committee on Heritage (LACH).

HCD Plan – Required Contents under the Ontario Heritage Act

Should the council of a municipality be satisfied with the findings and recommendations of an HCD Study, it may direct the preparation of an HCD Plan as required by Section 41.1(1) of the *Ontario Heritage Act (OHA)*. The *OHA* specifies that an HCD Plan shall include:

- a) A statement of the objectives to be achieved in designating the area as a heritage conservation district;
- b) A statement explaining the cultural heritage value or interest of the heritage conservation district;
- c) A description of the heritage attributes of the heritage conservation district and of properties in the district;
- d) Policy statements, guidelines and procedures for achieving the stated objectives and managing change in the heritage conservation district; and,
- e) A description of the alterations or classes of alterations that are minor in nature and that the owner of property in the heritage conservation district may carry out or permit to be carried out on any part of the property, other than the interior of any structure or building on the property, without obtaining a permit under Section 42.

HERITAGE CONSERVATION DISTRICT DESIGNATION PROCESS



*NB. Bylaw may need to be amended for an appeal allowed “in part”

Table 3. Heritage conservation district designation process (Ontario Heritage Toolkit. HCDs, p17)

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London
CANADA

Bill No. 334
2019

By-law No. Z.-1-19_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at the southerly portion of 3086 Tillmann Road.

WHEREAS Westfield Village Estates Inc. has applied to rezone an area of land located at the southerly portion of 3086 Tillmann Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at the southerly portion of 3086 Tillmann Road, as shown on the attached map comprising part of Key Map No. A110, from a Holding Residential R4 Special Provision (h-56•h-84•R4-6(6)) Zone and Urban Reserve (UR1) Zone to a Residential R1 (R1-3) Zone.
2. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

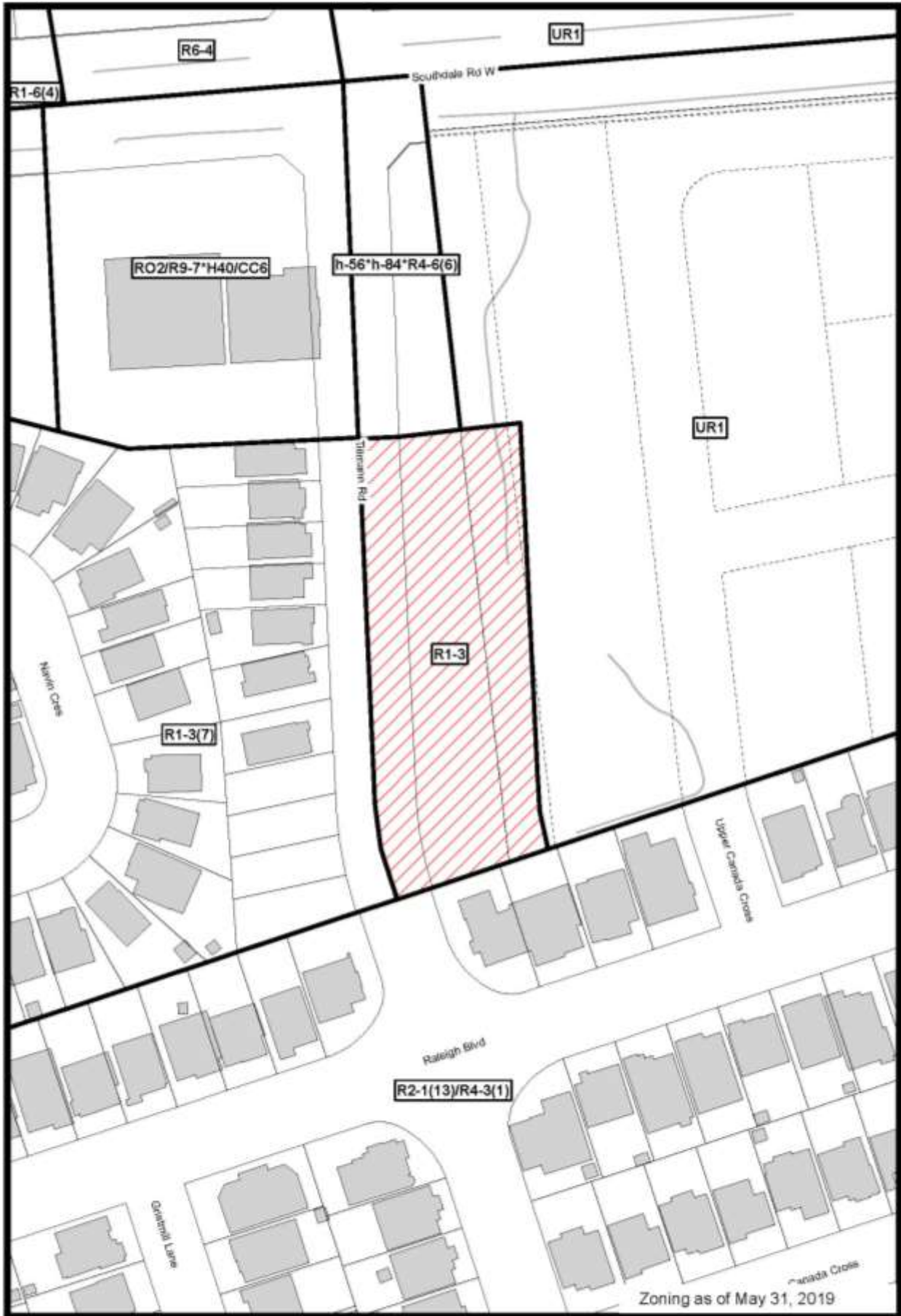
PASSED in Open Council on August 27, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

Schedule "A"



File Number: Z-8926
Planner: CS
Date Prepared: 2019/06/25
Technician: rc
By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40
 Meters



Bill No. 335
2019

By-law No. A.-_____ - _____

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act* provides that a resolution in writing dealing with all matters required by this Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London Hydro Inc.;

AND WHEREAS Subsection 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London Hydro Inc. for the fiscal year ended December 31, 2018, attached as Schedule "A" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on the 27th day of August, 2019.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – August 27, 2019
Second Reading – August 27, 2019
Third Reading – August 27, 2019

SCHEDULE “A”

**LONDON HYDRO INC.
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

FINANCIAL STATEMENTS

It is hereby acknowledged that the balance sheet of the Corporation as at December 31, 2018, and the other audited financial statements, together with Auditors’ Report, of the Corporation for the financial year ended on such date have been received by the undersigned shareholder of the Corporation.

ELECTION OF DIRECTORS

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the “Amended and Restated Shareholder Declaration”), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the third class expire at the annual meeting of shareholders held in 2018 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first and third class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Third	Andrew Hrymak	the close of the annual meeting of shareholders to be held in 2021 for the financial year ending December 31, 2020

CONFIRMATION OF CONTINUING TERMS

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
First	Gabe Valente	the close of the annual meeting of the shareholders to be held in 2022 for the financial year ending December 31, 2021
First	Jack Smit	the close of the annual meeting of the shareholders to be held in 2022 for the financial year ending December 31, 2021
Second	Guy Holburn	the close of the annual meeting of shareholders to be held in 2020 for the financial year ending December 31, 2019
Third	Marilyn Sinclair	the close of the annual meeting of shareholders to be held in 2021 for the financial year ending December 31, 2020
Fourth	Michael van Holst	the term ending November 15, 2022

APPOINTMENT OF AUDITORS

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this _____ day of _____, 2019.

The Corporation of the City of London

By: _____
Name: Ed Holder
Title: Mayor

By: _____
Name: Catharine Saunders
Title: City Clerk