

## Council Minutes

The 17th Meeting of City Council  
September 17, 2019, 4:00 PM

Present: Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier  
Absent: M. van Holst, S. Lehman  
Also Present: L. Livingstone, A. Anderson, G. Barrett, B. Card, S. Corman, B. Coxhead, S. Datars Bere, G. Kotsifas, J. McGonigle, S. Miller, D. O'Brien, C. Saunders, K. Scherr, M. Schulthess, S. Stafford, J. Taylor and B. Warner.  
The meeting was called to order at 4:01 PM, with Mayor E. Holder in the Chair and all Members present, except Councillors M. van Holst and S. Lehman.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 3.3 (16) of the 15th Report of the Planning and Environment Committee and related Bill No.'s 346 and 357, having do with the planning applications related to the properties located at 220 and 244 Adelaide Street South, by indicating that his employer, the Middlesex-London Health Unit, is assisting with the proposed dental initiative.

Councillor S. Hillier discloses a pecuniary interest in Item 4.1(14) of the 10th Report of the Community and Protective Services Committee, having to do with potential amendments to the City of London's Special Events Policies and Procedures Manual, by indicating that his family operates festivals at City of London facilities and may be impacted by any potential amendments to the Manual.

### 2. Recognitions

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

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

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

#### 4.1. Personal Matters/Identifiable Individual/Ligation or Potential Litigation/Solicitor-Client Privileged Advice

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/15/PEC)

#### 4.2. Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.2/17/CSC)

4.3. Solicitor-Client Privileged Advice

A matter pertaining to 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. (6.3/17/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/17/CSC)

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

A matter pertaining to the proposed or pending 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. (6.5/17/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. (6.4/17/CSC)

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

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

5.1 16th Meeting held on August 27, 2019

Motion made by: M. Cassidy

Seconded by: S. Turner

That the Minutes of the 16th Meeting held on August 27, 2019, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

**6. Communications and Petitions**  
**7. Motions of Which Notice is Given**  
**8. Reports**

**8.1 15th Report of the Planning and Environment Committee**

Motion made by: A. Hopkins

That the 15th Report of the Planning and Environment Committee BE APPROVED, excluding Items 3.3 (16) and 3.6(19).

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

**1. Disclosures of Pecuniary Interest**

Motion made by: A. Hopkins

That Councillor S. Turner disclosed a pecuniary interest in clause 3.3 of this Report, having to do with the properties located at 220 and 244 Adelaide Street South, by indicating that his employer, the Middlesex-London Health Unit, is assisting with the dental initiative.

**Motion Passed**

**2. (2.1) 9th Report of the Environmental and Ecological Planning Advisory Committee**

Motion made by: A. Hopkins

That the 9th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on August 15, 2019 BE RECEIVED for information.

**Motion Passed**

**3. (2.2) Application - Exemption from Part-Lot Control - 1877 Sandy Sommerville Lane (Block 1, Plan 33M-758) (-9076)**

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 Sifton Properties Ltd., to exempt Block 1, Plan 33M-758 from Part-Lot Control:

a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at a future Municipal Council meeting, to exempt Block 1, Plan 33M-758 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R6 Special Provision (R6-5(49)) which permits cluster single detached dwellings and also zoned Open Space (OS5) which permits conservation lands, conservation

works, passive recreation uses and managed woodlots;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 1, Plan 33M-758 as noted in clause a) above:

- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
  - ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
  - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
  - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
  - vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
  - vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
  - viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
  - ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
  - x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
  - xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
  - xii) the applicant shall provide a draft transfer of the easements to be registered on title; and,
  - xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the by-law affecting the Lots/Block in question.
- (2019-D25)

**Motion Passed**



4. (2.3) Application - 447 Old Wonderland Road - Removal of Holding Provision (H-9058) (Relates to Bill No. 352)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Nest on Wonderland, relating to the lands located at 447 Old Wonderland Road, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R8 Special Provision/Restricted Office Special Provision (h-5•R8-4(45))/RO2(33)) Zone TO a Residential R8 Special Provision /Restricted Office Special Provision (R8-4(45))/RO2(33)) Zone to remove the h-5 holding provision for this site. (2019-D09)

**Motion Passed**

5. (2.4) Application - 180 Villagewalk Boulevard (H-9097) (Relates to Bill No. 353)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 180 Village Walk Inc., relating to the property located at 180 Villagewalk Boulevard, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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/Residential R7 Special Provision/Office Special Provision (h-5\*h-99\*h-100\*R5-5(24)/R7(11)/OF(1)) Zone TO a Residential R6 Special Provision/Residential R7 Special Provision/Office Special Provision (R5-5(24)/R7(11)/OF(1)) Zone. (2019-D09)

**Motion Passed**

6. (2.5) Application - 3400 Singleton Avenue (H-8967) (Relates to Bill No. 354)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 1967172 Ontario Inc., relating to the property located at 3400 Singleton Avenue, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 Neighbourhood Facility / Residential R5 / Residential R6 (h\*Nf1/h\*h-71\*h-100\*h-104\* h-137\*R5-4\*R6-5) Zone TO a Neighbourhood Facility / Residential R5 / Residential R6 (NF1/R5-4/R6-5) Zone to remove the “h”, “h”, “h-71”, “h-100”, “h-104”, and “h-137” holding provisions associated with the residential zones. (2019-D09)

**Motion Passed**

7. (2.7) Application - 804-860 Kleinburg Drive (H-9103) (Relates to Bill No. 355)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Applewood Developments (London) Inc., relating to the properties located from 804 to 860 Kleinburg Drive, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R1 Special Provision (h-h-100-h-173-R1-4(27)) Zone TO a Residential R1 Special Provision (R1-4(27)) Zone to remove the “h”, “h-100” and “h-173” holding provisions. (2019-D09)

**Motion Passed**

8. (2.8) Limiting Distance (No Build) Agreement between the Corporation of The City of London and 947563 Ontario Limited - 1648 Warbler Woods Walk (Relates to Bill No. 345)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the following actions be taken with respect to a limiting distance (no-build) agreement between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes, for the property located at 1648 Warbler Woods Walk:

a) the proposed limiting distance agreement appended to the staff report dated September 9, 2019, for the property located at 1648 Warbler Woods Walk, between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes BE APPROVED; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to approve the limiting distance agreement between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes, for the property located at 1648 Warbler Woods Walk, and to delegate authority to the Managing Director, Parks and Recreation, to execute the agreement on behalf of the City of London as the adjacent property owner. (2019-D12)

**Motion Passed**

9. (2.9) Candidate Approval for the Urban Design Peer Review Panel

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, Amelia Sloan BE APPROVED for the position of Planner on the Urban Design Peer Review Panel, for the term ending December 31, 2020. (2019-D32)

**Motion Passed**

10. (2.10) Application - Summerside Subdivision Phase 12B - Stage 2 - Special Provisions - 39T-07508

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 Greengate Village Limited, for the subdivision of land over Part of Lot 14, Concession 1, (Geographic Township of Westminster), situated on the north side of Bradley Avenue between Highbury Avenue South and Jackson Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited, for the Summerside Subdivision Phase 12B – Stage 2 (39T-07508) appended to the staff report dated September 9, 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 September 9, 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**

11. (2.11) Application - 3425 Emilycarr Lane - Emily Carr (North) Subdivision - Special Provisions - 39T-18506

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 2557727 Ontario Inc., for the subdivision of land located at 3425 EmilyCarr Lane (north portion), on the north side of the proposed Bradley Ave extension, west of the Copperfield in Longwoods residential subdivision and south of Wharncliffe Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2557727 Ontario Inc., for the Emily Carr (North) Subdivision (39T-18506) appended to the staff report dated September 9, 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 September 9, 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**

12. (2.12) Application - Silverleaf Subdivisions - 3493 Colonel Talbot Road - Request for Extension of Draft Plan Approval - 39T-14504

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd (York Developments), relating to lands located on the west side of Colonel Talbot Road and south of Park Road, legally described as Part of Lot 75, West of the North Branch of Colonel Talbot Road (Geographic Township of Westminster), City of London, County of Middlesex, situated on the south side of Pack Road, west of Colonel Talbot Road, municipally known as 3493 Colonel Talbot Road, the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-14504, SUBJECT TO the revised conditions contained in Schedule "A" 39T-14504 appended to the staff report dated September 9, 2019. (2019-D09)

**Motion Passed**

13. (2.6) Application - 1615 North Routledge Park 39T-78066

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Doman Development Inc., relating to the property located on the north side of North Routledge Park, west of Hyde Park Road (1615 North Routledge Park), the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the plan of subdivision File No. 39T-78066, SUBJECT TO the conditions contained in Schedule "A" appended to the staff report dated September 9, 2019. (2019-D12)

**Motion Passed**

14. (3.1) 8th Report of the Trees and Forest Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 8th Report of the Trees and Forests Advisory Committee, from its meeting held on August 28, 2019:

a) the following actions be taken with respect to the draft Tree Protection By-law:

i) that the Civic Administration BE ADVISED of the following comments from the Trees and Forests Advisory Committee with respect to the draft Tree Protection By-law:

- concern the by-law is about how to remove a tree, rather than how to protect and plant more trees;
- focus on trees and future trees, without legal or political barriers;
- need to consider tree protection at a generational scale, not human scale in context of climate change, wildlife (cavity trees) and the environment;
- must protect young trees or replacement trees outside of the Tree Protection Area for future canopy;

- diameter threshold of 50 cm or greater is above attainable size for many species and does not reflect what other municipalities are doing in their by-laws (for example Toronto 12" or 30 cm);
- consensus across community that size threshold needs to be lower, acknowledging there may be budget implications and a business case may need to be put forward;
- need to define "hazardous" tree and evidence for removal;
- trees can be made hazardous by unnatural causes for example building an addition;
- photo should be part of application to remove tree;
- checklist of Arborist best practices to justify tree removal;
- education program may be less expensive than enforcing the by-law. For example, planting a replacement tree before the original tree is removed (shadow planting);
- cemeteries and golf courses should not be exempt from the by-law, and there should be a policy to require City of London golf courses to follow the spirit of the by-law;
- fines must always be higher than the total cost of fees that would have been required, or it will not work;
- provisions for on-line payments should be considered;
- tree protection required by section 9.3 of the by-law should match other specific policies;
- no need for section 7.3 of the by-law because no fee is taken until application determined;
- inconsistency in Part 2-Definitions with regards to "meter" and "m";
- leave snags on trees for housing of wildlife (for example birds of prey);

ii) that delegation status BE REQUESTED by the Chair or designate of the Trees and Forests Advisory Committee at the Planning and Environment Committee on September 9, 2019;

b) clauses 1.1, 2.1, 3.1, 5.1, 5.3 and 5.4 BE RECEIVED for information;

it being noted that the Planning and Environment Committee received the attached presentation from A. Cantell, Vice-Chair, Trees and Forests Advisory Committee, with respect to the above-noted matters.

### **Motion Passed**

15. (3.2) Application - 915, 965, 1031 and 10959 Upperpoint Avenue - Application for Zoning By-law Amendment (Z-9057) (Relates to Bill No. 356)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to the lands located at 915, 965, 1031 and 1095 Upperpoint Avenue (Blocks 132, 133, 134 and 135 Registered Plan No. 33M-754), the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R5/R6/R8 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R8-3(5)) Zone, a Holding Residential R5/R6/R8 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R8-4(35)) Zone, and a Holding Residential R5/R6/R9 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R9-7(26)•H40) Zone TO a Holding Residential R4/R5/R6/R8 Special Provision

(h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R8-3(5)) Zone, a Holding Residential R4/R5/R6/R8 Special Provision (h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R8-4(35)) Zone, and a Holding Residential R4/R5/R6/R9 Special Provision (h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R9-7(26)•H40) Zone;

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

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

- the recommended zoning amendments are considered appropriate and consistent with the Provincial Policy Statement;
- the recommended zoning amendments conform with The London Plan, the (1989) Official Plan, and the Riverbend South Secondary Plan; and,
- zoning to permit street townhouses would be applied in conjunction with the existing compound zones to broaden the range of residential uses, and achieve objectives for providing a mix of housing types and designs. (2019-D09)

#### **Motion Passed**

#### **17. (3.4) 324 York Street (TZ-9069)**

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, with respect to the application by McKenzie Lake Lawyers LLP c/o Patrick Clancy, relating to the property located at 324 York Street, the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property by extending the Temporary Use (T-71) for a period of three (3) years, BE REFUSED for the following reasons:

- i) the request is not consistent with the policies of the Provincial Policy Statement, 2014;
- ii) the request does not conform to the specific policies of the 1989 Official Plan or The London Plan regarding temporary commercial parking lots;
- iii) the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- iv) the request does not implement the recommendations of the Downtown Parking Strategy;

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

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

- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted, does not

encourage the long-term redevelopment of the site. A six (6) month extension has already been granted to allow existing users of the commercial parking lot to search for alternative parking arrangements. The refusal of a three (3) year extension would further encourage the long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement and is in conformity with the 1989 Official Plan and The London Plan. (2019-D09)

**Motion Passed**

18. (3.5) 551 Knights Hill Road (Z-9062) (Relates to Bill No. 358)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Yasmina Balaska, relating to the property located at 551 Knights Hill Road, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), BY AMENDING the Convenience Commercial Special Provision (CC1(9)) Zone to add two additional uses of pharmacy and professional office within the existing building and to recognize the existing parking area setback;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2014, as it promotes healthy, liveable and safe communities by accommodating an appropriate range and mix of uses;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Convenience Commercial policies in the Multi-Family, Medium Density Residential Designation;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to, the Key Directions that support a mix of uses in Neighbourhoods; and
- the recommended zone will facilitate additional uses that are appropriate and compatible with the surrounding area. (2019-D09)

**Motion Passed**

20. (3.7) Revise Wording of the Existing h-18 Holding Provision (Archaeological Assessment) (Z-9059) (Relates to Bill No. 360)

Motion made by: A. Hopkins

That, on the recommendation of the Managing Director, City Planning and City Planner, based on the application by The Corporation of the City of London, relating to all lands within the City of London, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal

Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to delete the wording of the existing h-18 holding provision in Section 3.8 (2) and replace it with new wording to reflect the Archaeological Master Plan (2017) and to clarify terminology with respect to the requirement for archaeological assessments; and,

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

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

- to improve clarity and make it easier to interpret and implement the required Archaeological Management Plan (2007). (2019-D09/R01)

### **Motion Passed**

21. (3.8) Application - 475 and 480 Edgevalley Road (Z-9068) (Relates to Bill No. 361)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to:

a) change the zoning of the property known as 480 Edgevalley Road FROM a Holding Residential R5/R6 (h\*h-54\*R5-7/R6-5) Zone, TO a Residential R8 Special Provision (R8-4( )\*H15) Zone to permit apartment buildings, handicapped person's apartment buildings, lodging house class 2, stacked townhousing, senior citizen apartment buildings, emergency care establishments, and continuum-of-care facilities at a maximum height of 15 metres and a maximum density of 75 units per hectare, with a special provision for reduced front, exterior side yard and rear yard depths; and,

b) change the zoning of the property known as 475 Edgevalley Road FROM a Holding Residential R5/R6 (h\*h-54\*R5-7/R6-5) Zone to a Residential R8 Special Provision Bonus (R8-4( )\*H16\*B( )) Zone to permit apartment buildings, handicapped person's apartment buildings, lodging house class 2, stacked townhousing, senior citizen apartment buildings, emergency care establishments, and continuum-of-care facilities at a maximum height of 16 metres and a maximum density of 75 units per hectare, with a special provision for reduced front, exterior side yard and rear yard depths;

it being noted that the proposed Bonus Zone will be enabled through one or more agreements to facilitate the development of three (3) low-rise apartment buildings, with a maximum of four (4) storeys (Building A = 16m), five (5) storeys (Building B= 18m) and six (6) storeys (Building C = 22m), a total of 147 dwelling units (Building A = 39 dwelling units; Building B = 49 dwelling units; Building C = 59 dwelling units), and a density of 100 units per hectare,



it being further noted that the proposed development will provide for four (4) affordable rental housing units, established by agreement at 85% of the CMHC average market rent for a period of 15 years with an agreement being entered into with The Corporation of the City of London, to secure the above-noted affordable housing units for the 15 year term; and,

it being also noted that the following Site Plan Matters pertaining to 475 and 480 Edgevalley Road have been raised during the public participation process:

- i) additional landscaping and drive aisle on the west property line of 480 Edgevalley Road;
- ii) additional landscaping throughout the sites; and
- iii) robust fencing;

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

- a communication dated September 5, 2019, from M. and L. Hermant, 1530 Benjamin Drive; and,
- a communication dated August 13, 2019, from C. O'Brien, Land Planner, Drewlo Holdings Inc.;

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

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 (PPS), 2014, as it promotes efficient development and land use patterns which sustain the financial well-being of the municipality; accommodate an appropriate range and mix of land uses; and promote cost-effective development standards to minimize land consumption and servicing costs;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our City, Our Strategy, and all other applicable London Plan policies;
- the recommended amendment permits a form and intensity of medium density residential development that conforms to the in-force policies of the (1989) Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation, and the Bonus Zoning policies;
- the recommended amendment will allow for an increase to height and density through a Bonus Zone which requires that the ultimate form of development be consistent with the site plan and elevations appended to the amending by-law. The recommended Bonus Zone provides for an increased density and height in return for a series of bonusable features, matters and contributions that benefit the public in accordance with Section 19.4.4 of the (1989) Official Plan;
- the recommended Zoning By-law amendment allows development that is consistent with the land use concepts and guidelines in the Kilally North Area Plan, which encourage medium density housing forms that are designed without the need for noise attenuation walls in this location and recognizes transition with existing residential development;
- the proposed use for the subject lands contributes to the range

and mix of housing options in the area. The proposed use represents an efficient development and use of land; and,

- the subject lands are of a size and shape suitable to accommodate the proposal. The recommended Zoning By-law amendment provides appropriate regulations to control the use and intensity of the building and ensure a well-designed development with appropriate mitigation measures. (2019-D09)

**Motion Passed**

22. (4.1) 7th Report of the Advisory Committee on the Environment

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the Advisory Committee on the Environment, from its meeting held on August 7, 2019:

a) the City Clerk BE DIRECTED to forward Advisory Committee reports from the Environmental and Ecological Planning Advisory Committee, the Trees and Forests Advisory Committee and the Transportation Advisory Committee to the Advisory Committee on the Environment (ACE) for inclusion on ACE agendas; it being noted that the presentation from J. Stanford, Director, Environment, Fleet and Solid Waste with respect to an overview of Environmental and Engineering Services and an update on Advisory Committee on the Environment Work Plan items, was received; and,

b) clauses 1.1, 2.1, 3.1 to 3.3 and 5.1 BE RECEIVED for information.

**Motion Passed**

23. (4.2) 8th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage, from its meeting held on August 15, 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 33 of the Ontario Heritage Act, retroactive consent for the existing porch on the heritage designated property located at 529 Princess Avenue BE GIVEN subject to the following terms and conditions:

- the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the Heritage Alteration Permit prior to issuance of the Building Permit;
- 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 a verbal delegation from D. Russell and the presentation from K. Gonyou, Heritage Planner, with respect to this matter, were received;

b) 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 to alter the front façade of the building, located at 42 Albion Street, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED as submitted in the proposed alteration drawings, as appended to the staff report dated August 14, 2019, with the following terms and conditions:

- 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 a verbal delegation from T. Roppelt and C. Roes and a presentation from K. Gonyou, Heritage Planner, with respect to this matter, were received;

c) the Municipal Council BE ADVISED of the following with respect to a potential bid to bring the Ontario Heritage Conference to the City of London:

- the London Advisory Committee on Heritage (LACH) supports a bid, to be led by W. Kinghorn, to bring the Ontario Heritage Conference to the City of London at a future date, to be determined;
- the LACH supports W. Kinghorn serving as the Chair of the Organizing Committee for this event; and,
- the LACH will provide support to the above-noted Organizing Committee in the form of committee members;

it being noted that a verbal delegation from W. Kinghorn, with respect to this matter, was received;

d) C. Parker, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage recommends adding the words “as per the London Plan” after the words “appropriate First Nations” within the by-law, as appended to the staff report dated August 14, 2019, with respect to revising the wording of the existing h-18 Holding Provision (Archaeological Assessment);

e) 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 heritage designated property at 660 Sunningdale Road East:

- i) notice BE GIVEN under the provisions of Section 30.1(4) of the Ontario Heritage Act, R. S. O. 1990, c. O. 18, of Municipal Council’s intention to pass a by-law to amend the legal description of the property designated to be of cultural heritage value or interest by By-law No. L.S.P.-3476-474 as defined in Appendix B of the staff report dated August 14, 2019; and,
- ii) should no appeals be received to Municipal Council’s notice of intention to pass a by-law to amend the legal description of the property, a by-law 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 intent to pass a by-law to amend the legal description of the property be received, the City Clerk will refer the appeal to the Conservation Review Board;

f) clauses 1.1, 2.4, 2.6, 3.1 to 3.6, inclusive and 5.2 BE RECEIVED for information.

## Motion Passed

16. (3.3) Application - 220 and 244 Adelaide Street South (Z-9061 and O-9066) (Relates to Bill No.s 346 and 357)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the applications by the Glen Cairn Community Resource Centre and The Corporation of the City of London, relating to the properties located at 220 and 244 Adelaide Street South:

a) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend The London Plan to change the designation of 220 and 244 Adelaide Street South FROM the Light Industrial Place Type TO the Commercial Industrial Place Type; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of 244 Adelaide Street South BY AMENDING the Neighbourhood Facility Special Provision (NF1(11)) Zone;

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

it being further noted that the following Site Plan Matters pertaining to 244 Adelaide Street South have been raised during the public participation process: the location of parking, garbage storage, tree planting, and landscaping buffering;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated September 5, 2019 from Dr. P. Thornton, 49 Carfrae Crescent, with respect to this matter;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement;
- the proposed amendment conforms to the policies of the 1989 Official Plan, including but not limited to the policies of the Community Facilities designation; and,
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the policies of the Commercial Industrial Place Type. (2019-D09)

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (12 to 0)**

19. (3.6) 3493 Colonel Talbot Road (OZ-9049) (Relates to Bill No.s 347 and 359)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2219008 Ontario Ltd, relating to the property located at 3493 Colonel Talbot Road:

a) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend section 3.6.5, vi), of the 1989 Official Plan, by ADDING the subject site to the list of Locations of Convenience Commercial and Service Station uses, to permit Service Station and Convenience Commercial Uses; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a holding Residential R6 Special Provision/Residential R8 Special Provision/Convenience Commercial (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6) Zone TO holding Residential R6 Special Provision/Residential R8 Special Provision/Convenience Commercial Special Provision/Service Station Special Provision (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6(\_)/SS2(\_)) 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 draft plan and zoning amendments are consistent with the Provincial Policy Statement (PPS), 2014, which encourages an appropriate range and mix of uses to meet projected requirements of current and future residents; the recommended amendment conforms to the in-force policies of The London Plan, including but limited to, the Neighbourhoods Place Type, Our City, Our Strategy, and all other applicable London Plan policies;
- the recommended amendment permits an appropriate range of secondary uses that conform to the in-force policies of the (1989) Official Plan and Southwest Area Secondary Plan, including but not limited to the Multi-Family, Medium Density Residential designation, and the Convenience Commercial and Service Station policies; and,
- the recommended Zoning By-law Amendment allows development that is compatible with the surrounding land uses and appropriately mitigates impacts. (2019-D09)

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Van Meerbergen, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (9 to 4)**

Motion made by: J. Helmer

Seconded by: A. Hopkins

Motion to refer the application back to the Civic Administration to further consider the following:

- a) noise mitigation measures be put in place to mitigate potential noise impacts to all neighbouring properties;
- b) the siting of the proposed uses on the site to appropriately mitigate potential impact to neighbouring properties; and,
- c) pursuant to Section 34(17) of the Planning Act, no further public participation meeting required as the proposed amendments are minor in nature.

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

Nays: (8): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, P. Squire, J. Morgan, P. Van Meerbergen, and S. Hillier

Absent: (2): M. van Holst, and S. Lehman

**Motion Failed (5 to 8)**

**8.2 10th Report of the Community and Protective Services Committee**

Motion made by: M. Cassidy

That the 10th Report of the Community and Protective Services Committee BE APPROVED, except for Items 12(2.9) and 14(4.1).

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 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) 8th Report of the Accessibility Advisory Committee**

Motion made by: M. Cassidy

That the following actions be taken with respect to the 8th Report of the Accessibility Advisory Committee, from its meeting held on August 22, 2019:

a) the following actions be taken with respect to the Notice of Planning Application, dated August 20, 2019, from L. Mottram, Senior Planner, with respect to a Zoning By-law Amendment for the property located at 1395 Riverbend Road:

i) the above-noted Notice BE RECEIVED; and,

ii) the Civic Administration BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee to explain mechanical parking systems and possible repercussions for accessibility, as it relates to the above-noted Notice;

b) the attached Built Environment Sub-Committee report, dated August 13, 2019, BE FORWARDED to the Civic Administration for consideration as part of the Draft Facility Accessibility Design Standards dated June 2019; and,

c) clauses 1.1, 3.1 and 5.1, BE RECEIVED.

**Motion Passed**

3. (2.2) 7th Report of the Animal Welfare Advisory Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 7th Report of the Animal Welfare Advisory Committee, from its meeting held on August 1, 2019:

a) the Civic Administration BE REQUESTED to amend the public reporting of the London Animal Control Centre to include specific numbers on each species of animal intake and outcome; it being noted that the attached communication from R. Oke, Animal Welfare Coordinator, with respect to this matter, was received; and,  
b) clauses 1.1, 3.1, 3.2, 4.1, 5.1, 5.2 and 5.4, BE RECEIVED.

**Motion Passed**

4. (2.3) 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: M. Cassidy

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on August 15, 2019, BE RECEIVED.

**Motion Passed**

5. (2.4) 7th Report of the London Housing Advisory Committee

Motion made by: M. Cassidy

That the 7th Report of the London Housing Advisory Committee, from its meeting held on August 14, 2019, BE RECEIVED.

**Motion Passed**

6. (2.5) London's Homeless Management Information System – Amended By-law (Relates to Bill No.s 342 and 343)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to London's Homeless Management Information System:

- a) the proposed by-law, as appended to the staff report dated September 10, 2019, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to amend By-law No. A-7613-327 being "A by-law to approve The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, and to authorize the Mayor and the City Clerk to execute this Agreement", by deleting any reference to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsible for Homeless Prevention Initiatives; and,
- b) the proposed by-law, as appended to the staff report dated September 10, 2019, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to amend By-law No. A-7706-107 being "A by-law to approve the London Homeless Management Information System Hosting Agreement between The Corporation of the City of London and Homeless Serving Organization and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement", by deleting any reference to the title "Managing Director, Neighbourhood, Children and Fire Services" and by replacing it with the title "Managing Director, Housing, Social Services and Dearness Home" to reflect a change in the Service Area responsible for Homeless Prevention Initiatives. (2019-S14)

**Motion Passed**

- 7. (2.6) Provincial Audit and Accountability Fund – Transfer Payment Agreement (Relates to Bill No. 344)

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law, as appended to the staff report dated September 10, 2019, with respect to the provision of funding for an independent third party review of the delivery of housing services, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to:

- a) authorize and approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London, appended to the above-noted by-law; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-F11)

**Motion Passed**

- 8. (2.7) Report from Civic Administration of the Vacant Community Housing Units as a Result of Outstanding Repairs



Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated September 10, 2019, with respect to the vacant community housing units as a result of outstanding repairs, BE RECEIVED. (2019-S11)

**Motion Passed**

9. (2.11) Proposed Accessible Vehicle for Hire Incentive Program – Update

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 staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:

- a) the above-noted report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire. (2019-T10/F11)

**Motion Passed**

10. (2.12) Investing in Canada Infrastructure Program – Community, Culture and Recreation

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation, the staff report dated September 10, 2019, with respect to the Investing in Canada Infrastructure Program: Community, Culture and Recreation, BE RECEIVED. (2019-T10)

**Motion Passed**

11. (2.8) Naming of New East Community Centre – 1731 Churchill Avenue

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk with the concurrence of the Managing Director, Parks and Recreation and the Deputy City Manager and Acting Managing Director, Neighbourhood, Children and Fire Services, the Civic Administration BE DIRECTED to make the necessary arrangements to hold a Public Participation Meeting before the Community and Protective Services Committee on October 8, 2019 to receive input from the public with respect to the proposed name of “The Community Centre on Wavell” for the new east community centre located at 1731 Churchill Avenue; it being noted that a communication, dated September 7, 2019, from B. Brock, was received with respect to this matter. (2019-S12)

**Motion Passed**

13. (2.10) Swimming Pool Fence By-law Review Update

Motion made by: M. Cassidy

That the following actions be taken with respect to the staff report dated September 10, 2019 related to a swimming pool fence by-law review update:

- a) the above-noted report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to drainage issues related to backyard pools. (2019-P15)

**Motion Passed**

15. (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 28, 2019, BE RECEIVED.

**Motion Passed**

12. (2.9) Tow Truck Solicitation at Accident Scenes

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 staff report dated September 10, 2019 related to tow truck solicitation at accident scenes:

- a) the above-noted report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to prepare an amendment to the Business Licensing By-law to include Motor Vehicle Towing as a Class of Licence and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- c) the delegation request from D. Williams, 519TOW, as appended to the agenda, with respect to this matter, BE DEFERRED to the above-noted public participation meeting. (2019-T08)

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

Nays: (1): S. Turner

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (12 to 1)**

14. (4.1) Special Events Policies and Procedures Manual – Parkjam Music Festival – Harris Park

Motion made by: M. Cassidy

That the communication dated September 6, 2019, from Councillor A. Kayabaga, with respect to the Special Events Policies and Procedures Manual, BE RECEIVED. (2019-P11)

**Amendment:**

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

That the motion BE AMENDED as follows:

a) that the communication dated September 6, 2019, from Councillor A. Kayabaga, with respect to the Special Events Policies and Procedures Manual, BE RECEIVED; and

b) that the Civic Administration BE DIRECTED to review the City's "Special Events Policies and Procedures Manual" and report back on possible amendments to the Manual to address concerns raised by the residents regarding the disruption caused by special events being held in the evenings prior to a work and/or school day, including a review that would apply the same rules that are required at Victoria Park and to review the current fines for violation of the policy.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (2): M. Salih, and J. Helmer

Recuse: (1): S. Hillier

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (10 to 2)**

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

As amended:

a) that the communication dated September 6, 2019, from Councillor A. Kayabaga, with respect to the Special Events Policies and Procedures Manual, BE RECEIVED; and

b) that the Civic Administration BE DIRECTED to review the City's "Special Events Policies and Procedures Manual" and report back on possible amendments to the Manual to address concerns raised by the residents regarding the disruption caused by special events being held in the evenings prior to a work and/or school day, including a review that would apply the same rules that are required at Victoria Park and to review the current fines for violation of the policy.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (1): J. Helmer

Recuse: (1): S. Hillier

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (11 to 1)**

8.3 17th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 17th Report of the Corporate Services Committee BE  
APPROVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

Motion made by: S. Lewis

Seconded by: E. Pelozza

That Council RECESS.

Yeas: (7): Mayor E. Holder, S. Lewis, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, and E. Pelozza

Nays: (6): M. Salih, J. Helmer, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (7 to 6)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Kayabaga

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Leave of Absence - Federal Election

Motion made by: A. Kayabaga

That the communication dated August 30, 2019 from Councillor M. van Holst regarding an unpaid leave of absence until October 25, 2019 BE RECEIVED.

**Motion Passed**

**9. Added Reports**

9.1 16th Report of Council in Closed Session

6.1 Property Acquisition – 627 Central Avenue – Adelaide Street CP  
Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 627 Central Avenue, further described as Part of Lot 3, east side of Adelaide Street, Plan 386 3rd), being the whole of PIN 08280-0005 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the offer submitted by Maria Christie Sychangco, to sell the subject property to the City, for the sum of \$439,000.00, BE ACCEPTED subject to the following conditions:

i) the City having until 4:30 p.m. on October 15, 2019 to examine title to the property;

ii) the City agreeing to reimburse on completion, any mortgage penalty discharge cost (the "Mortgage Discharge Cost") incurred by the Vendor to discharge the mortgage from the property at the time of completion in accordance with Section 20 of the Expropriations Act;

iii) the City agreeing to pay the Vendor's reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment;

iv) the City agreeing to pay the Vendor's reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within a year of the date of vacant possession;

v) the City agreeing to pay an allowance of 5% of the compensation payable in respect of the market value of the lands on completion of this transaction, in accordance with Section 18 of the Expropriations Act;

vi) the City agreeing that the Vendor may remain as a tenant at the subject property for a period of two (2) weeks at a nominal rent to cover the City's utility costs commencing from the date of closing of this transaction; and,

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

Motion made by: M. Salih  
Seconded by: A. Kayabaga

That the following item of the 16th Report of the Council, In Closed Session, BE APPROVED:

#### 6.1 Property Acquisition – 627 Central Avenue – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the property located at 627 Central Avenue, further described as Part of Lot 3, east side of Adelaide Street, Plan 386 3rd), being the whole of PIN 08280-0005 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street CP Rail Grade Separation Project, the following actions be taken:

a) the offer submitted by Maria Christie Sychangco, to sell the subject property to the City, for the sum of \$439,000.00, BE ACCEPTED subject to the following conditions:

- i) the City having until 4:30 p.m. on October 15, 2019 to examine title to the property;
- ii) the City agreeing to reimburse on completion, any mortgage penalty discharge cost (the “Mortgage Discharge Cost”) incurred by the Vendor to discharge the mortgage from the property at the time of completion in accordance with Section 20 of the Expropriations Act;
- iii) the City agreeing to pay the Vendor’s reasonable legal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment;
- iv) the City agreeing to pay the Vendor’s reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within a year of the date of vacant possession;
- v) the City agreeing to pay an allowance of 5% of the compensation payable in respect of the market value of the lands on completion of this transaction, in accordance with Section 18 of the Expropriations Act;
- vi) the City agreeing that the Vendor may remain as a tenant at the subject property for a period of two (2) weeks at a nominal rent to cover the City’s utility costs commencing from the date of closing of this transaction; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

## 9.2 18th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 18th Report of the Strategic Priorities and Policy Committee BE APPROVED, except for 4.1

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

Absent: (2): M. van Holst, and S. Lehman

**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**

### 2. City of London Housing Service Review: Proposed Action Plan

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

- a) the staff report dated September 16, 2019, and the subsequent updated report, BE RECEIVED;
- b) Option 3 identified in the reports, noted in a) above, BE APPROVED;
- c) the Civic Administration BE DIRECTED to take all necessary steps to implement the above-noted Option 3;
- d) the Civic Administration BE DIRECTED to report quarterly to Municipal Council with a status and progress update on the implementation of Option 3;
- e) the City Clerk BE DIRECTED to make the necessary arrangements to bring forward the appropriate by-laws to implement actions identified in Option 3; and
- f) the Civic Administration BE DIRECTED to report back to Corporate Services Committee on the feasibility of using the same approach taken for affordable housing to reduce the effective tax rate for London Middlesex Community Housing (LMCH) buildings to be equivalent to the residential tax rate, including any amendments that may be necessary to the Municipal Housing Facilities By-law to do so;

it being noted that the Strategic Priorities and Policy Committee received communications dated September 12, 2019 from D. Astolfi and J. Atkinson, and received verbal delegations and the attached submissions from the Housing Development Corporation and the London & Middlesex Community Housing.

Motion made by: J. Helmer

a) and f)

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

Motion made by: S. Lewis

Clause b) through e)

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, P. Squire, J. Morgan, P. Van Meerbergen, E. Peloza, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (9 to 4)**

## **10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

**13. By-laws**

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

That Introduction and First Reading of Bill No.'s 341 to 345, Bill No.'s 347 to 356, Bill No.'s 358 to 361, and Added Bill No. 362, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

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

That Second Reading of Bill No.'s 341 to 345, Bill No.'s 347 to 356, Bill No.'s 358 to 361, and Added Bill No. 362, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

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

That Third Reading and Enactment of Bill No.'s 341 to 345, Bill No.'s 347 to 356, Bill No.'s 358 to 361, and Added Bill No. 362, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

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

That Introduction and First Reading of Bill No.'s 346 and 357, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (12 to 0)**



Motion made by: E. Peloz

Seconded by: M. Cassidy

That Second Reading of Bill No.'s 346 and 357, BE APPROVED.

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloz, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (12 to 0)**

Motion made by: S. Hillier

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 346 and 357, BE APPROVED.

Yeas: (12): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, E. Peloz, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (12 to 0)**

Motion made by: S. Lewis

Seconded by: M. Cassidy

That Introduction and First Reading of Bill No.'s 363 and 365, BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, P. Van Meerbergen, E. Peloz, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (11 to 2)**

Motion made by: E. Peloz

Seconded by: P. Van Meerbergen

That Second Reading of Bill No.'s 363 and 365, BE APPROVED.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, P. Van Meerbergen, E. Peloz, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (10 to 3)**

Motion made by: M. Cassidy

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s 363 and 365, BE APPROVED.

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (10 to 3)**

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 364 and 366, BE APPROVED.

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, P. Squire, J. Morgan, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (9 to 4)**

Motion made by: P. Squire

Seconded by: S. Lewis

That Second Reading of Bill No.'s 364 and 366, BE APPROVED.

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, P. Squire, J. Morgan, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (9 to 4)**

Motion made by: S. Lewis

Seconded by: E. Pelozza

That Third Reading and Enactment of Bill No.'s 364 and 366, BE APPROVED.

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, P. Squire, J. Morgan, P. Van Meerbergen, E. Pelozza, A. Kayabaga, and S. Hillier

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (9 to 4)**

#### **14. Adjournment**

Motion made by: P. Van Meerbergen

Seconded by: A. Kayabaga

That the meeting adjourn.

**Motion Passed**

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Ed Holder, Mayor

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Catharine Saunders, City Clerk

## 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. Peloza, 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. Pelloza, 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.  
Peloza, 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) 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 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)

**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 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)

**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. Pelozza, 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.  
Pelozza, 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 Deerness 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. Peloza, 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. Peloza, 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 Wharncliffe 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 Wharncliffe 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. Pelosa, 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. Pelosa, A. Kayabaga, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Pelosa, 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. Peloza, 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. Peloza, 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. Peloza, 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. Peloza, 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. Pelozá, 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. Pelozá, 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)

<p>Bill No. 325</p> <p>By-law No. S.-6025-237</p>	<p>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)</p>
<p>Bill No. 326</p> <p>By-law No. S.-6026-238</p>	<p>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)</p>
<p>Bill No. 327</p> <p>By-law No. S.-6027-239</p>	<p>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)</p>
<p>Bill No. 328</p> <p>By-law No. S.-6028-240</p>	<p>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)</p>
<p>Bill No. 329</p> <p>By-law No. S.-6029-241</p>	<p>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)</p>
<p>Bill No. 330</p> <p>By-law No. W.-5607(a)-242</p>	<p>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)</p>
<p>Bill No. 331</p> <p>By-law No. W.-5618(b)-244</p>	<p>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)</p>
<p>Bill No. 332</p> <p>By-law No. Z.-1-192773</p>	<p>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)</p>
<p>Bill No. 333</p> <p>By-law No. C.P.-1512(l)-244</p>	<p>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)</p>



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

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](mailto:westanyholdingsoffice@gmail.com)  
[luciani\\_d@yahoo.ca](mailto:luciani_d@yahoo.ca)  
[dina.sra@tutanota.com](mailto:dina.sra@tutanota.com)



(b) Tenant Information:

**Tenant:** The Corporation of the City of London  
**Address:** 300 Dufferin Avenue  
9<sup>th</sup> Floor  
PO Box 5035  
London, ON  
N6A 4L9  
**Attention:** Realty Services  
**Facsimile:** 519-661-5087  
**Email:** [realtyservices@london.ca](mailto: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 60<sup>th</sup> 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 11.3 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 (3<sup>rd</sup>) 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:  c/s  
Name: Jens Stickling  
Title: President  
(Duly Authorized Officer)

The Corporation of the City of London

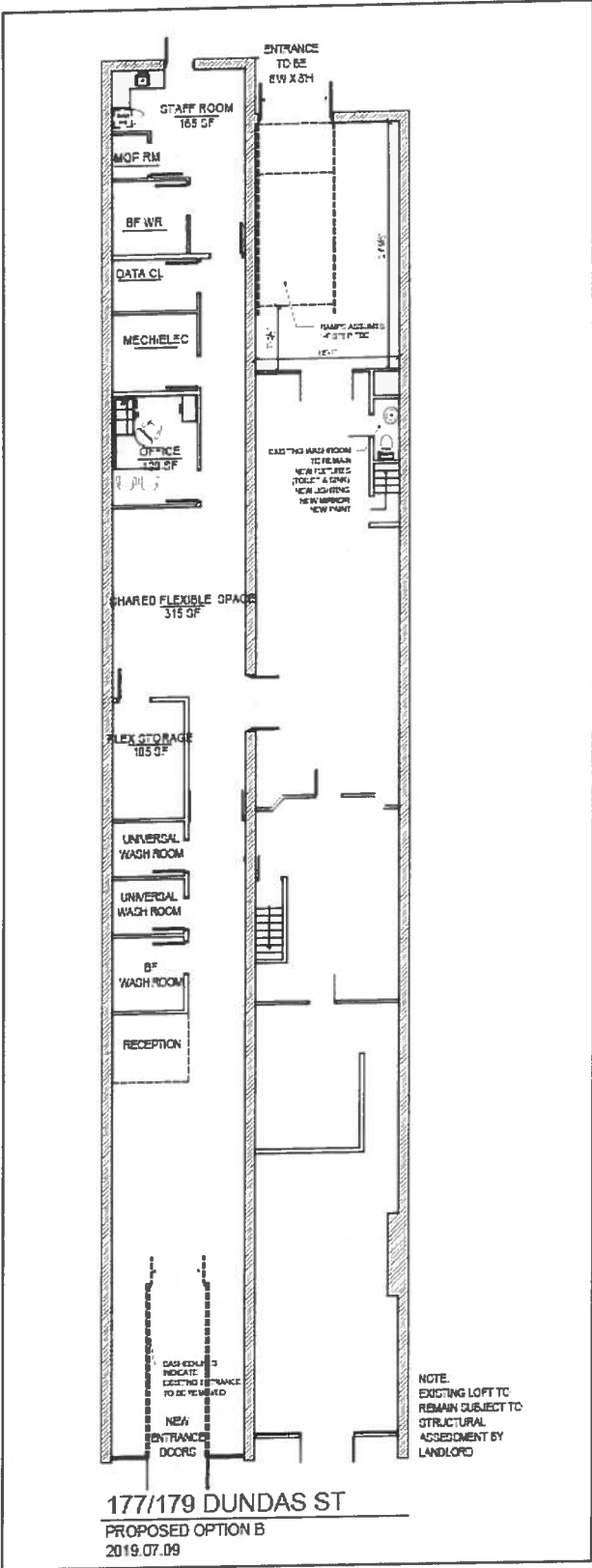
By: \_\_\_\_\_ c/s  
Name:  
Title:  
(Duly Authorized Officer)

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 <sup>th</sup>	\$54,142.85
Framing Inspection Passed	October 21, 2019	1/7 <sup>th</sup>	\$54,142.85
Electrical Inspection Passed	November 11, 2019	1/7 <sup>th</sup>	\$54,142.85
HVAC Inspection Passed	November 21, 2019	1/7 <sup>th</sup>	\$54,142.85
Plumbing Inspection Passed	December 1, 2019	1/7 <sup>th</sup>	\$54,142.85
Fire Separation/Drywall installation completed	December 21, 2019	1/7 <sup>th</sup>	\$54,142.85
Final Inspection and Building Permit closeout	January 21, 2020	1/7 <sup>th</sup>	\$54,142.85
Total:			\$379,000.00

**Schedule E**

**Tenant Specifications for Landlord's Work**

[See attached City of London Specifications and submitted RFP]

<b>Proponent:</b>	Jens Stickling, Westang Home Services
<b>Location:</b>	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.
<b>The Site and Streetscape:</b>	<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>
<b>Building Description:</b>	<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>
<b>Rented Space Description:</b>	<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>

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**Active Street-front Use:**

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.

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.

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.

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.

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.

**Expansion and Future Use:**

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.

**Occupancy:**

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.

**Financial Proposal:**

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.

**Lease Term and Renewal:**

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.

**Signage:**

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.

**Access and Security:**

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.

**Power and Cabling:**

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.

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**Parking:**

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.

**Floor Plan:**

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.

**Management:**

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.

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.

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.

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.

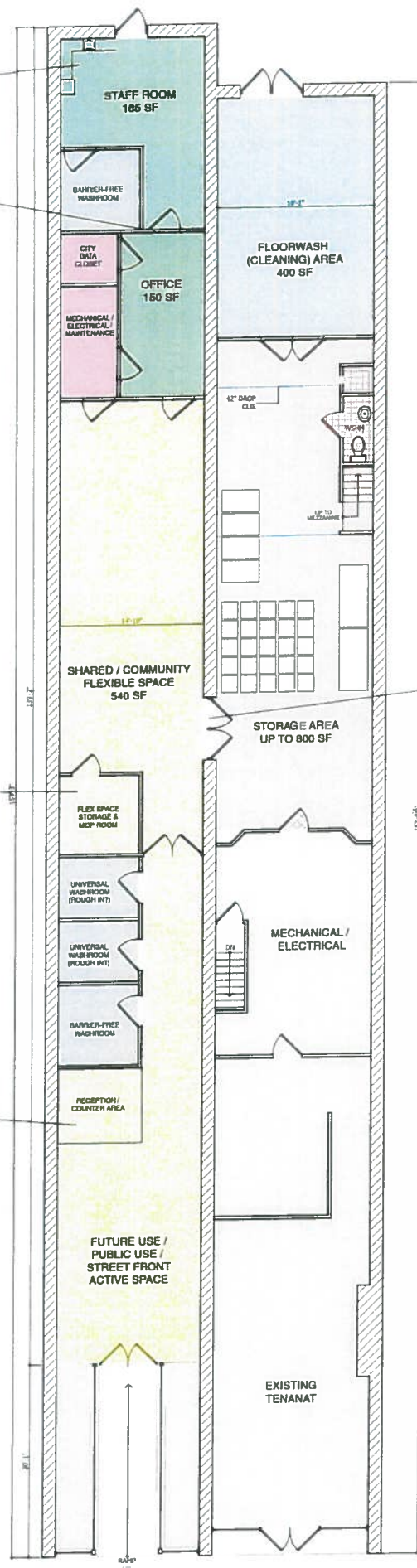
The following individuals will attest to the management's experience and ability to execute the proposed vision:

Joel Adams, Hacker Studios  
63 Cathcart Street, London, ON N6C 3L9  
(519) 871-7424

Ken Patel, Medsave Pharmacy / Cashtime  
177 Dundas Street, London, ON N6A 1G4  
(519) 850-4747

Eva Petrov, Petrov Bridal  
246 Dundas Street, London, ON N6A 1H1  
(519) 488-0349

Ideally, this would include a commercial "kitchennette" that is to code for serving coffee, beer, and snacks / light pre-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.





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:

ESTIMATED EXPENDITURES	Approved Budget	Additional Funding	Revised Budget	Committed To Date	This Submission
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>
SOURCE OF FINANCING					
Capital Levy	\$170,000		\$170,000	\$170,000	
Debenture Quota	110,000		110,000	110,000	
Capital Receipts2)	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\$10,176

2) The additional funding requirement of \$10,176 (including H.S.T.) is available as a transfer from Capital Receipts (unused capital levy).

**SCHEDULE "A"**  
**LEASE AGREEMENT**

**CENTENNIAL HOUSE LIMITED**

- and -

**THE CORPORATION OF THE CITY OF LONDON**

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**LEASE**

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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 affects the use of other premises within the Building or is of a continuing nature, the Landlord shall in addition to any other rights it may have, have the right to terminate the Lease.

10.09 NUISANCE

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

## ARTICLE 11.0 -CLEANING, REPAIR

### 11.01 CLEANING

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

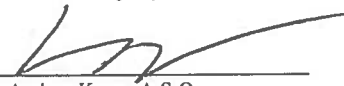
All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there shall be more than one party described in Section 1.01(b), they shall all 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 broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.

19. RESTRICTION ON FOOD

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

20. MOVING EQUIPMENT AND FURNITURE

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

21. CONDOMINIUM

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

22. FURTHER RULES AND REGULATIONS

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

**SCHEDULE "B"**

Intentionally deleted.

**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

OK

# 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. Pelosa, 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. Pelosa, 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. Pelosa, 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.

# **Planning and Environment Committee**

## **Report**

The 15th Meeting of the Planning and Environment Committee  
September 9, 2019

**PRESENT:** Councillors A. Hopkins (Chair), J. Helmer, M. Cassidy, P. Squire, S. Turner, Mayor E. Holder  
**ALSO PRESENT:** Councillors M. Salih and M. van Holst; I. Abushehada, G. Barrett, G. Blazak, M. Corby, M. Elmadhoon, M. Feldberg, J.M. Fleming, P. Kokkoros, C. Lowery, H. Lysynski, L. Mottram, N. Pasato, M. Pease, L. Pompilii, M. Ribera, C. Saunders, M. Tomazincic, B. Turcotte, M. Vivian, S. Wise and P. Yeoman

The meeting was called to order at 4:00 PM

### **1. Disclosures of Pecuniary Interest**

That Councillor S. Turner disclosed a pecuniary interest in clause 3.3 of this Report, having to do with the properties located at 220 and 244 Adelaide Street South, by indicating that his employer, the Middlesex-London Health Unit, is assisting with the dental initiative.

### **2. Consent**

Moved by: J. Helmer

Seconded by: M. Cassidy

That Items 2.1 to 2.5, inclusive and 2.7 to 2.12, inclusive, BE APPROVED.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### **2.1 9th Report of the Environmental and Ecological Planning Advisory Committee**

Moved by: J. Helmer

Seconded by: M. Cassidy

That the 9th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on August 15, 2019 BE RECEIVED for information.

**Motion Passed**

#### **2.2 Application - Exemption from Part-Lot Control - 1877 Sandy Somerville Lane (Block 1, Plan 33M-758) (P-9076)**

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 by Sifton Properties Ltd., to exempt Block 1, Plan 33M-758 from Part-Lot Control:

a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P. 13*, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at a future Municipal Council meeting, to exempt Block 1, Plan 33M-758 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*, it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R6 Special Provision (R6-5(49)) which permits cluster single detached dwellings and also zoned Open Space (OS5) which permits conservation lands, conservation works, passive recreation uses and managed woodlots;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 1, Plan 33M-758 as noted in clause a) above:

- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
- ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
- iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
- iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
- v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title; and,

xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the by-law affecting the Lots/Block in question. (2019-D25)

**Motion Passed**

2.3 Application - 447 Old Wonderland Road - Removal of Holding Provision (H-9058)

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Nest on Wonderland, relating to the lands located at 447 Old Wonderland Road, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R8 Special Provision/Restricted Office Special Provision (h-5•R8-4(45))/RO2(33)) Zone TO a Residential R8 Special Provision /Restricted Office Special Provision (R8-4(45))/RO2(33)) Zone to remove the h-5 holding provision for this site. (2019-D09)

**Motion Passed**

2.4 Application - 180 Villagewalk Boulevard (H-9097)

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 180 Village Walk Inc., relating to the property located at 180 Villagewalk Boulevard, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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/Residential R7 Special Provision/Office Special Provision (h-5\*h-99\*h-100\*R5-5(24)/R7(11)/OF(1)) Zone TO a Residential R6 Special Provision/Residential R7 Special Provision/Office Special Provision (R5-5(24)/R7(11)/OF(1)) Zone. (2019-D09)

**Motion Passed**

2.5 Application - 3400 Singleton Avenue (H-8967)

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 1967172 Ontario Inc., relating to the property located at 3400 Singleton Avenue, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 Neighbourhood Facility / Residential R5 / Residential R6 (h\*Nf1/h\*h-71\*h-100\*h-104\* h-137\*R5-4\*R6-5) Zone TO a Neighbourhood Facility / Residential R5 / Residential R6 (NF1/R5-

4/R6-5) Zone to remove the “h”, “h”, “h-71”, “h-100”, “h-104”, and “h-137” holding provisions associated with the residential zones. (2019-D09)

**Motion Passed**

2.7 Application - 804-860 Kleinburg Drive (H-9103)

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

That, on the recommendation of the Director, Development Services, based on the application by Applewood Developments (London) Inc., relating to the properties located from 804 to 860 Kleinburg Drive, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R1 Special Provision (h\*h-100\*h-173\*R1-4(27)) Zone TO a Residential R1 Special Provision (R1-4(27)) Zone to remove the “h”, “h-100” and “h-173” holding provisions. (2019-D09)

**Motion Passed**

2.8 Limiting Distance (No Build) Agreement between the Corporation of The City of London and 947563 Ontario Limited - 1648 Warbler Woods Walk

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

That, on the recommendation of the Managing Director, Development & Compliance Services & Chief Building Official, the following actions be taken with respect to a limiting distance (no-build) agreement between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes, for the property located at 1648 Warbler Woods Walk:

a) the proposed limiting distance agreement appended to the staff report dated September 9, 2019, for the property located at 1648 Warbler Woods Walk, between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes BE APPROVED; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to approve the limiting distance agreement between The Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes, for the property located at 1648 Warbler Woods Walk, and to delegate authority to the Managing Director, Parks and Recreation, to execute the agreement on behalf of the City of London as the adjacent property owner. (2019-D12)

**Motion Passed**

2.9 Candidate Approval for the Urban Design Peer Review Panel

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, Amelia Sloan BE APPROVED for the position of Planner on the Urban Design Peer Review Panel, for the term ending December 31, 2020. (2019-D32)

**Motion Passed**

2.10 Application - Summerside Subdivision Phase 12B - Stage 2 - Special Provisions - 39T-07508

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 entering into a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited, for the subdivision of land over Part of Lot 14, Concession 1, (Geographic Township of Westminster), situated on the north side of Bradley Avenue between Highbury Avenue South and Jackson Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Greengate Village Limited, for the Summerside Subdivision Phase 12B – Stage 2 (39T-07508) appended to the staff report dated September 9, 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 September 9, 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**

2.11 Application - 3425 Emily Carr Lane - Emily Carr (North) Subdivision - Special Provisions - 39T-18506

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 entering into a Subdivision Agreement between The Corporation of the City of London and 2557727 Ontario Inc., for the subdivision of land located at 3425 Emily Carr Lane (north portion), on the north side of the proposed Bradley Ave extension, west of the Copperfield in Longwoods residential subdivision and south of Wharncliffe Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2557727 Ontario Inc., for the Emily Carr (North) Subdivision (39T-18506) appended to the staff report dated September 9, 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 September 9, 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**

2.12 Application - Silverleaf Subdivision - 3493 Colonel Talbot Road - Request for Extension of Draft Plan Approval - 39T-14504

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

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd (York Developments), relating to lands located on the west side of Colonel Talbot Road and south of Park Road, legally described as Part of Lot 75, West of the North Branch of Colonel Talbot Road (Geographic Township of Westminster), City of London, County of Middlesex, situated on the south side of Pack Road, west of Colonel Talbot Road, municipally known as 3493 Colonel Talbot Road, the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-14504, SUBJECT TO the revised conditions contained in Schedule “A” 39T-14504 appended to the staff report dated September 9, 2019. (2019-D09)

**Motion Passed**

2.6 Application - 1615 North Routledge Park 39T-78066

Moved by: J. Helmer  
Seconded by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Doman Development Inc., relating to the property located on the north side of North Routledge Park, west of Hyde Park Road (1615 North Routledge Park), the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the plan of subdivision File No. 39T-78066, SUBJECT TO the conditions contained in Schedule "A" appended to the staff report dated September 9, 2019. (2019-D12)

Yeas: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner  
Absent: (1): E. Holder

**Motion Passed (5 to 0)**

### 3. Scheduled Items

#### 3.1 Delegation - A. Cantell, Vice-Chair, Trees and Forests Advisory Committee - 8th Report of the Trees and Forests Advisory Committee

Moved by: S. Turner

Seconded by: J. Helmer

That, the following actions be taken with respect to the 8th Report of the Trees and Forests Advisory Committee, from its meeting held on August 28, 2019:

a) the following actions be taken with respect to the draft Tree Protection By-law:

i) that the Civic Administration BE ADVISED of the following comments from the Trees and Forests Advisory Committee with respect to the draft Tree Protection By-law:

- concern the by-law is about how to remove a tree, rather than how to protect and plant more trees;
- focus on trees and future trees, without legal or political barriers;
- need to consider tree protection at a generational scale, not human scale in context of climate change, wildlife (cavity trees) and the environment;
- must protect young trees or replacement trees outside of the Tree Protection Area for future canopy;
- diameter threshold of 50 cm or greater is above attainable size for many species and does not reflect what other municipalities are doing in their by-laws (for example Toronto 12" or 30 cm);
- consensus across community that size threshold needs to be lower, acknowledging there may be budget implications and a business case may need to be put forward;
- need to define "hazardous" tree and evidence for removal;
- trees can be made hazardous by unnatural causes for example building an addition;
- photo should be part of application to remove tree;
- checklist of Arborist best practices to justify tree removal;
- education program may be less expensive than enforcing the by-law. For example, planting a replacement tree before the original tree is removed (shadow planting);
- cemeteries and golf courses should not be exempt from the by-law, and there should be a policy to require City of London golf courses to follow the spirit of the by-law;
- fines must always be higher than the total cost of fees that would have been required, or it will not work;
- provisions for on-line payments should be considered;
- tree protection required by section 9.3 of the by-law should match other specific policies;
- no need for section 7.3 of the by-law because no fee is taken until application determined;
- inconsistency in Part 2-Definitions with regards to "meter" and "m";
- leave snags on trees for housing of wildlife (for example birds of prey);

ii) that delegation status BE REQUESTED by the Chair or designate of the Trees and Forests Advisory Committee at the Planning and Environment Committee on September 9, 2019;

b) clauses 1.1, 2.1, 3.1, 5.1, 5.3 and 5.4 BE RECEIVED for information;

it being noted that the Planning and Environment Committee received the attached presentation from A. Cantell, Vice-Chair, Trees and Forests Advisory Committee, with respect to the above-noted matters.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.2 Public Participation Meeting - Application - 915, 965, 1031 and 1095 Upperpoint Avenue - Application for Zoning By-law Amendment (Z-9057)

Moved by: J. Helmer

Seconded by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to the lands located at 915, 965, 1031 and 1095 Upperpoint Avenue (Blocks 132, 133, 134 and 135 Registered Plan No. 33M-754), the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 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 R5/R6/R8 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R8-3(5)) Zone, a Holding Residential R5/R6/R8 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R8-4(35)) Zone, and a Holding Residential R5/R6/R9 Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R9-7(26)•H40) Zone TO a Holding Residential R4/R5/R6/R8 Special Provision (h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R8-3(5)) Zone, a Holding Residential R4/R5/R6/R8 Special Provision (h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R8-4(35)) Zone, and a Holding Residential R4/R5/R6/R9 Special Provision (h•h-54•h-209•R4-6( )/R5-7(9)/R6-5( )/R9-7(26)•H40) Zone;

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

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

- the recommended zoning amendments are considered appropriate and consistent with the Provincial Policy Statement;
- the recommended zoning amendments conform with The London Plan, the (1989) Official Plan, and the Riverbend South Secondary Plan; and,
- zoning to permit street townhouses would be applied in conjunction with the existing compound zones to broaden the range of residential uses, and achieve objectives for providing a mix of housing types and designs. (2019-D09)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: J. Helmer

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: J. Helmer

Seconded by: M. Cassidy

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

3.3 Public Participation Meeting - Application - 220 and 244 Adelaide Street South (Z-9061 and O-9066)

Moved by: M. Cassidy

Seconded by: J. Helmer

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the applications by the Glen Cairn Community Resource Centre and The Corporation of the City of London, relating to the properties located at 220 and 244 Adelaide Street South:

a) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend The London Plan to change the designation of 220 and 244 Adelaide Street South FROM the Light Industrial Place Type TO the Commercial Industrial Place Type; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of 244 Adelaide Street South BY AMENDING the Neighbourhood Facility Special Provision (NF1(11)) Zone;

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

it being further noted that the following Site Plan Matters pertaining to 244 Adelaide Street South have been raised during the public participation process: the location of parking, garbage storage, tree planting, and landscaping buffering;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated September 5, 2019 from Dr. P. Thornton, 49 Carfrae Crescent, with respect to this matter;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement;
- the proposed amendment conforms to the policies of the 1989 Official Plan, including but not limited to the policies of the Community Facilities designation; and,
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the policies of the Commercial Industrial Place Type. (2019-D09)

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and P. Squire

Recuse: (1): S. Turner

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

Additional Votes:

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

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: M. Cassidy  
Seconded by: P. Squire

Motion to close the public participation meeting.

Yeas: (4): A. Hopkins, J. Helmer, M. Cassidy, and P. Squire

Recuse: (1): S. Turner

Absent: (1): E. Holder

**Motion Passed (4 to 0)**

**3.4 Public Participation Meeting - 324 York Street (TZ-9069)**

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

That, on the recommendation of the Director, Development Services, with respect to the application by McKenzie Lake Lawyers LLP c/o Patrick Clancy, relating to the property located at 324 York Street, the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property by extending the Temporary Use (T-71) for a period of three (3) years, BE REFUSED for the following reasons:

- i) the request is not consistent with the policies of the Provincial Policy Statement, 2014;
- ii) the request does not conform to the specific policies of the 1989 Official Plan or The London Plan regarding temporary commercial parking lots;
- iii) the request does not implement the goals of Our Move Forward: London's Downtown Plan; and,
- iv) the request does not implement the recommendations of the Downtown Parking Strategy;

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

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

- the request to extend the temporary zone for a period of three (3) years, representing the maximum extension permitted, does not encourage the long-term redevelopment of the site. A six (6) month extension has already been granted to allow existing users of the commercial parking lot to search for alternative parking arrangements. The refusal of a three (3) year extension would further encourage the long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement and is in conformity with the 1989 Official Plan and The London Plan. (2019-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: M. Cassidy

Seconded by: S. Turner

Motion to open the public participation meeting.

Yeas: (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: M. Cassidy

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

### 3.5 Public Participation Meeting - 551 Knights Hill Road (Z-9062)

Moved by: J. Helmer

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by Yasmina Balaska, relating to the property located at 551 Knights Hill Road, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), BY AMENDING the Convenience Commercial Special Provision (CC1(9)) Zone to add two additional uses of pharmacy and professional office within the existing building and to recognize the existing parking area setback;

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

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

- the proposed amendment is consistent with the Provincial Policy Statement, 2014, as it promotes healthy, liveable and safe communities by accommodating an appropriate range and mix of uses;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Convenience Commercial policies in the Multi-Family, Medium Density Residential Designation;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to, the Key Directions that support a mix of uses in Neighbourhoods; and
- the recommended zone will facilitate additional uses that are appropriate and compatible with the surrounding area. (2019-D09)

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

**Motion Passed (6 to 0)**

Additional Votes:

Moved by: S. Turner

Seconded by: M. Cassidy

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: M. Cassidy

Seconded by: S. Turner

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

3.6 Public Participation Meeting - 3493 Colonel Talbot Road (OZ-9049)

Moved by: J. Helmer

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2219008 Ontario Ltd, relating to the property located at 3493 Colonel Talbot Road:

a) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend section 3.6.5, vi), of the 1989 Official Plan, by ADDING the subject site to the list of Locations of Convenience Commercial and Service Station uses, to permit Service Station and Convenience Commercial Uses; and,

b) the proposed by-law appended to the staff report dated September 9, 2019 as Appendix "B" BE INTRODUCED at the Municipal Council meeting on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a holding Residential R6 Special Provision/Residential R8 Special Provision/Convenience Commercial (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6) Zone TO holding Residential R6 Special Provision/Residential R8 Special Provision/Convenience Commercial Special Provision/Service Station Special Provision (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6(\_)/SS2(\_)) 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 draft plan and zoning amendments are consistent with the Provincial Policy Statement (PPS), 2014, which encourages an appropriate range and mix of uses to meet projected requirements of current and future residents; the recommended amendment conforms to the in-force policies of The London Plan, including but limited to, the Neighbourhoods Place Type, Our City, Our Strategy, and all other applicable London Plan policies;
- the recommended amendment permits an appropriate range of secondary uses that conform to the in-force policies of the (1989) Official Plan and Southwest Area Secondary Plan, including but not limited to the Multi-Family, Medium Density Residential designation, and the Convenience Commercial and Service Station policies; and,
- the recommended Zoning By-law Amendment allows development that is compatible with the surrounding land uses and appropriately mitigates impacts. (2019-D09)

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

Nays: (1): A. Hopkins

**Motion Passed (5 to 1)**



Additional Votes:

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to refer the application back to the Civic Administration to further consider the following:

- a) noise mitigation measures be put in place to mitigate potential noise impacts to all neighbouring properties;
- b) the siting of the proposed uses on the site to appropriately mitigate potential impact to neighbouring properties; and,
- c) pursuant to Section 34(17) of the Planning Act, no further public participation meeting required as the proposed amendments are minor in nature.

Yeas: (3): A. Hopkins, M. Cassidy, and S. Turner

Nays: (3): J. Helmer, P. Squire, and E. Holder

**Motion Failed (3 to 3)**

Moved by: M. Cassidy

Seconded by: P. Squire

Motion to open the public participation meeting.

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

**Motion Passed (6 to 0)**

Moved by: S. Turner

Seconded by: M. Cassidy

Motion to close the public participation meeting.

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

**Motion Passed (6 to 0)**

**3.7 Public Participation Meeting - Revise Wording of the Existing h-18 Holding Provision (Archaeological Assessment) (Z-9059)**

Moved by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Managing Director, City Planning and City Planner, based on the application by The Corporation of the City of London, relating to all lands within the City of London, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to delete the wording of the existing h-18 holding provision in Section 3.8 (2) and replace it with new wording to reflect the Archaeological Master Plan (2017) and to clarify terminology with respect to the requirement for archaeological assessments; and,

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

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

- to improve clarity and make it easier to interpret and implement the required Archaeological Management Plan (2007). (2019-D09/R01)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

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

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: (5): A. Hopkins, J. Helmer, M. Cassidy, P. Squire, and S. Turner

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**3.8 Public Participation Meeting - Application - 475 and 480 Edgevalley Road (Z-9068)**

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

That, on the recommendation of the Director, Development Services, the proposed by-law appended to the staff report dated September 9, 2019 BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to:

- a) change the zoning of the property known as 480 Edgevalley Road FROM a Holding Residential R5/R6 (h\*h-54\*R5-7/R6-5) Zone, TO a Residential R8 Special Provision (R8-4( )\*H15) Zone to permit apartment buildings, handicapped person's apartment buildings, lodging house class 2, stacked townhousing, senior citizen apartment buildings, emergency care establishments, and continuum-of-care facilities at a maximum height of 15 metres and a maximum density of 75 units per hectare, with a special provision for reduced front, exterior side yard and rear yard depths; and,

b) change the zoning of the property known as 475 Edgevalley Road FROM a Holding Residential R5/R6 (h\*h-54\*R5-7/R6-5) Zone to a Residential R8 Special Provision Bonus (R8-4( )\*H16\*B( )) Zone to permit apartment buildings, handicapped person's apartment buildings, lodging house class 2, stacked townhousing, senior citizen apartment buildings, emergency care establishments, and continuum-of-care facilities at a maximum height of 16 metres and a maximum density of 75 units per hectare, with a special provision for reduced front, exterior side yard and rear yard depths;

it being noted that the proposed Bonus Zone will be enabled through one or more agreements to facilitate the development of three (3) low-rise apartment buildings, with a maximum of four (4) storeys (Building A = 16m), five (5) storeys (Building B= 18m) and six (6) storeys (Building C = 22m), a total of 147 dwelling units (Building A = 39 dwelling units; Building B = 49 dwelling units; Building C = 59 dwelling units), and a density of 100 units per hectare,

it being further noted that the proposed development will provide for four (4) affordable rental housing units, established by agreement at 85% of the CMHC average market rent for a period of 15 years with an agreement being entered into with The Corporation of the City of London, to secure the above-noted affordable housing units for the 15 year term; and,

it being also noted that the following Site Plan Matters pertaining to 475 and 480 Edgevalley Road have been raised during the public participation process:

- i) additional landscaping and drive aisle on the west property line of 480 Edgevalley Road;
- ii) additional landscaping throughout the sites; and
- iii) robust fencing;

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

- a communication dated September 5, 2019, from M. and L. Hermant, 1530 Benjamin Drive; and,
- a communication dated August 13, 2019, from C. O'Brien, Land Planner, Drewlo Holdings Inc.;

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

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 (PPS), 2014, as it promotes efficient development and land use patterns which sustain the financial well-being of the municipality; accommodate an appropriate range and mix of land uses; and promote cost-effective development standards to minimize land consumption and servicing costs;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our City, Our Strategy, and all other applicable London Plan policies;

- the recommended amendment permits a form and intensity of medium density residential development that conforms to the in-force policies of the (1989) Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation, and the Bonus Zoning polices;
- the recommended amendment will allow for an increase to height and density through a Bonus Zone which requires that the ultimate form of development be consistent with the site plan and elevations appended to the amending by-law. The recommended Bonus Zone provides for an increased density and height in return for a series of bonusable features, matters and contributions that benefit the public in accordance with Section 19.4.4 of the (1989) Official Plan;
- the recommended Zoning By-law amendment allows development that is consistent with the land use concepts and guidelines in the Kilally North Area Plan, which encourage medium density housing forms that are designed without the need for noise attenuation walls in this location and recognizes transition with existing residential development;
- the proposed use for the subject lands contributes to the range and mix of housing options in the area. The proposed use represents an efficient development and use of land; and,
- the subject lands are of a size and shape suitable to accommodate the proposal. The recommended Zoning By-law amendment provides appropriate regulations to control the use and intensity of the building and ensure a well-designed development with appropriate mitigation measures. (2019-D09)

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: J. Helmer

Seconded by: M. Cassidy

Motion to open the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

Moved by: S. Turner

Seconded by: M. Cassidy

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

#### 4. Items for Direction

##### 4.1 7th Report of the Advisory Committee on the Environment

Moved by: S. Turner

Seconded by: M. Cassidy

That, the following actions be taken with respect to the 7th Report of the Advisory Committee on the Environment, from its meeting held on August 7, 2019:

- a) the City Clerk BE DIRECTED to forward Advisory Committee reports from the Environmental and Ecological Planning Advisory Committee, the Trees and Forests Advisory Committee and the Transportation Advisory Committee to the Advisory Committee on the Environment (ACE) for inclusion on ACE agendas; it being noted that the presentation from J. Stanford, Director, Environment, Fleet and Solid Waste with respect to an overview of Environmental and Engineering Services and an update on Advisory Committee on the Environment Work Plan items, was received; and,
- b) clauses 1.1, 2.1, 3.1 to 3.3 and 5.1 BE RECEIVED for information.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

##### 4.2 8th Report of the London Advisory Committee on Heritage

Moved by: S. Turner

Seconded by: M. Cassidy

That, the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage, from its meeting held on August 15, 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 33 of the Ontario Heritage Act, retroactive consent for the existing porch on the heritage designated property located at 529 Princess Avenue BE GIVEN subject to the following terms and conditions:

- the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the Heritage Alteration Permit prior to issuance of the Building Permit;
- 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 a verbal delegation from D. Russell and the presentation from K. Gonyou, Heritage Planner, with respect to this matter, were received;

- b) 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 to alter the front façade of the building, located at 42 Albion Street, within the Blackfriars/Petersville Heritage Conservation District, BE PERMITTED as submitted in the proposed alteration drawings, as appended to the staff report dated August 14, 2019, with the following terms and conditions:

- 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 a verbal delegation from T. Roppelt and C. Roes and a presentation from K. Gonyou, Heritage Planner, with respect to this matter, were received;

c) the Municipal Council BE ADVISED of the following with respect to a potential bid to bring the Ontario Heritage Conference to the City of London:

- the London Advisory Committee on Heritage (LACH) supports a bid, to be led by W. Kinghorn, to bring the Ontario Heritage Conference to the City of London at a future date, to be determined;
- the LACH supports W. Kinghorn serving as the Chair of the Organizing Committee for this event; and,
- the LACH will provide support to the above-noted Organizing Committee in the form of committee members;

it being noted that a verbal delegation from W. Kinghorn, with respect to this matter, was received;

d) C. Parker, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage recommends adding the words “,as per the London Plan” after the words “appropriate First Nations” within the by-law, as appended to the staff report dated August 14, 2019, with respect to revising the wording of the existing h-18 Holding Provision (Archaeological Assessment);

e) 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 heritage designated property at 660 Sunningdale Road East:

- i) notice BE GIVEN under the provisions of Section 30.1(4) of the Ontario Heritage Act, R. S. O. 1990, c. O. 18, of Municipal Council’s intention to pass a by-law to amend the legal description of the property designated to be of cultural heritage value or interest by By-law No. L.S.P.-3476-474 as defined in Appendix B of the staff report dated August 14, 2019; and,
- ii) should no appeals be received to Municipal Council’s notice of intention to pass a by-law to amend the legal description of the property, a by-law 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 intent to pass a by-law to amend the legal description of the property be received, the City Clerk will refer the appeal to the Conservation Review Board;

f) clauses 1.1, 2.4, 2.6, 3.1 to 3.6, inclusive and 5.2 BE RECEIVED for information.

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

Absent: (1): E. Holder

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential**

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

(Confidential Appendix enclosed for Members only.)

The Planning and Environment Committee convened In Closed Session from 6:50 PM to 7:11 PM, after having passed a motion to do so, with respect to the following matter:

**6.1. Personal Matters/Identifiable Individual/Litigation or Potential Litigation/Solicitor-Client Privileged Advice**

A matter pertaining to personal matters about an identifiable individual, including municipal or board employees, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

**7. Adjournment**

The meeting adjourned at 7:11 PM.

# TREES & FORESTS ADVISORY COMMITTEE

## Comments on the current draft of the Tree Protection By-Law

Amber Cantell  
Vice-Chair, TFAC

## Size of Tree Protected

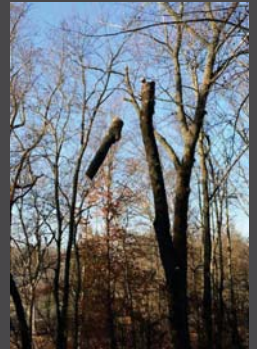
- Protecting only “large” trees:
  - Reduces **# of species** protected
  - Means “**the next generation**” of forest is not necessarily protected
    - Important that concern for these trees does not get lost in drive to save iconic trees
      - Any strategy to protect urban forest must protect trees of ALL ages
      - Best available tools to do so?
      - Also: Consideration for, education around “snags”

## Size of Tree Protected

- However:
  - **# of trees protected** by bylaw increases exponentially as size limit decreases
  - Staff estimate going from **50 cm -> 20-25 cm** would equate to a **four-fold increase** in workload
    - An incremental increase may be preferable (40 cm?)
    - Increases must be met with additional resources so staff are not pulled from other important work solely to enforce by-law

## Justification for Cutting

- Define: what constitutes a **hazardous tree**
- **Photos** should be provided as a part of the permit application
- Provide **checklist of what constitutes “best practice”** as part of justifying removal



## Golf Courses & Cemeteries

- Question of exemption
  - Unfair competition argument
  - Trees are a valued asset argument
- Rather than providing an exemption, the **City should hold itself to the same standard as private landowners**





## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.2 PUBLIC PARTICIPATION MEETING – Application - 915, 965, 1031 and 1095 Upperpoint Avenue - Application for Zoning By-law Amendment (Z-9057)

- Lindsay Clark, Sifton Properties Limited - thanking staff for bringing this report forward to the Planning and Environment Committee; expressing agreement with the recommendations.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.3 PUBLIC PARTICIPATION MEETING – Application – 220 and 244 Adelaide Street South (Z-9061 and O-9066)

- *(Councillor S. Turner - imagining there is no contemplation for an extension of Baseline Road to the other Baseline Road; looking on the map he had not realized that Baseline Road actually extends on the other side; sometimes when we see those two there is some plan in the in the works that, at some point, those would be connected but that was probably connected at one point and then deleted rather than going the other way); Mr. M. Tomazincic, Manager Current Planning, responding that Baseline Road is a funny one in that there is a couple of sections that do not line up and yet they are still called Baseline Road but there has never been any intention to connected at this location; (Councillor S. Turner asking because we have had an application in the past where there were some takings associated with that.)*
- Professor Wright, Western University, on behalf of the applicant - wanting the Committee to know after all the publicity today about our two young tennis stars in Canada that he is a tennis buff well; noting that he did his deep breathing this morning and visualization as well as his mindful meditation so he hopes that he has the same results; appreciating the opportunity to speak to you today because we are very much in support of the planning staff's recommendation; explaining a little bit about the project that has resulted in the request for this rezoning; indicating that he has been connected with the University of Western Ontario dental school for fifty years now and over the last fifteen years or so he has been involved in dental outreach programs and established one at the University called Docs; advising that they went out into the community and treated patients who did not have any means of dental care through social agencies; noting that it was an evening program; going out between ten to fifteen times a year and we they were able involve the dental students; what this provided us with this was a real window into the terrific need for dental care for those people who cannot afford dentistry in London and we have had a business case report done for our project which has really indicated that there is 70,000 people in the London area that are at the poverty line or below and these people are the ones that we want to be able to access and help; stating that the way we have done that is to form an alliance which is consistent with some very significant individuals or organizations, we have the university of Western Ontario medical school, we have Fanshawe's Community College oral health department, we have got the London Inter-Community Health Center, the London-Middlesex Health Center, the London and District Dental Society and several agencies all are coming together and formed an alliance; indicating that our alliance is now organized and incorporated as a not-for-profit and our sole purpose is basically to establish a clinic to help support these people in dental need; pointing out that the location, as you know, is the Glen Cairn Community Center which is on a main access route of London; reiterating that a majority of these people are below the poverty line, many of them do not have cars and so we appreciate the reduction of 40 to 33 as far as parking spaces are needed and he can assure the Committee from personal experience having two different offices over his fifty years that that should be certainly sufficient to handle our needs there; expressing that the support that they have had has been fantastic; foundations have supported us in raising money for capital expenses, the London Community Foundation, the City of London itself in helping us to provide funds for renovations and there are many other social groups that are coming behind us; the means of doing this is by establishing a clinic and having our alliance actually operate the clinic itself so the operation will be one in which we are going five days a week and we plan to hire both permanent staff which will be a full time Dentist, Hygienist, Receptionist and Navigator plus we have already had people phone and want to volunteer; these are professional Dentists and Hygienists and Auxiliaries so the everything is coming together with that wonderful support from The London Free Press if you had a chance to look at The London Free Press today and it is recognized throughout the city we are very much in support of this proposal.
- Nick Lavrin, 120 Gladstone Avenue - thinking this is a good idea because there are a lot of people in the community that would benefit from such thing as this; does not think that the redacted number of parking spaces will matter because most people are would come on foot there.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.4 PUBLIC PARTICIPATION MEETING – Application – 324 York Street (TZ-9069)

- Pat Clancy, McKenzie Lake Lawyers, on behalf of the applicant - wanting to say a few points about this particular property; reviewing the staff report, one of the main reasons the staff recommended against granting an extension to the property, identifying it as some prime real estate for redevelopment; however, our client, the applicant, is a development a corporation; advising that they are in the business of development and, to this point, the market has not dictated redevelopment of that property; pointing out the low utilization rate, or identifying this property being in a low utilization zone, that same downtown parking lot study, that low utilization zone is actually weekday utilization; advising that on the weekends, the same property is actually the highest utilization rate of the six quadrants in that particular study at 73%; noting that that is almost two and a half times as much as any other area, so on the weekends that particular area is a high utilization zone; addressing another point, there is also a temporary surface area parking lot abutting that property that is owned by the city and it does not appear to be getting the same scrutiny and there does not appear to be the same impetus to similarly shut down that parking lot; pointing out that just across from there, 369 York Street, the old London Free Press building is now Venture London or will be very soon and we believe that it will generate new demand for parking in that area, which will obviously create a need for parking and for the need for that parking lot in that particular area.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.5 PUBLIC PARTICIPATION MEETING – Application – 551 Knights Hill Road (Z-9062)

- M. Campbell, Planner, Zelinka Priamo Ltd. – expressing support for the staff recommendation for approval for the rezoning of this property; advising that this is an instance in which the property owner has a pharmacy that they thought was accessory to a medical/dental use evidently it is not so this is just bringing the property into compliance with the By-law.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.6 PUBLIC PARTICIPATION MEETING – Application – 3493 Colonel Talbot Road (OZ-9049)

- *(Councillor S. Turner commenting that when he takes a look at it, the drive through for the restaurant seems appropriately located, the queuing lanes do not seem to create the potential for spill out into the roads; the car wash, however, is incredibly close to proposed town homes; recognizing there is a lot of discussion about the sound mitigation efforts including a fourteen foot wall and that is really tall, the car wash is really loud, is that going to be sufficient and adequate; it claims to be but he has a bit of skepticism about that.);* S. Wise, Senior Planner, responding that that is a concern that we also share so there are special provisions that are proposed in the By-law to ensure that what was requested was 5 meters what we are recommending is a 15 meter set back so the further off the boundary that car wash is, the less intensive noise mitigation would be required so we have addressed that through the By-law provisions; *(Councillor S. Turner imagining that staff had worked with the applicant to look for an alternate siting of that car wash perhaps like along the Colonel Talbot Road access or the Pack Road access the drive through speaker versus the air dryer blowers with the car wash magnitudes of scale and volume difference were there any options that to that could have been achieved that might have been more optimal.);* S. Wise, Senior Planner, responding that that is an option that we discussed just briefly with the applicant recently, there was also maximum noise wall permission attached to the site so nothing more than 2.4 meters which is what the by-law already contemplates relocating the car wash and also the orientation of the car wash to Colonel Talbot was also our preferred option and that would help eliminate some of the noise concerns on the adjacent future residential; *(Councillor S. Turner indicating that at this time we are looking at zoning but that would be something addressed through site plan.)*
- *(Councillor A. Hopkins speaking on the car wash and, as we know, car wash facilities use a lot of water and just wondering where the water drainage and how that is going to work in the car wash given that the Mathers stream is there and the sensitivity in the area; is that addressed through site plan or do we know what is happening with the water.);* Mr. M. Pease, Manager Development Planning, responding that the water is addressed a number of ways on site through stormwater management, firstly on site in the parking lot it is controlled through typical stormwater management treatment on site and then to the municipal outlet; internal to the car wash it does get managed as well through the building permit compliance process where there is control measures to ensure that it safely conveyed to the storm system and he believes at that point it actually goes through the sanitary system not the storm system.
- Ali Soufan, York Developments - indicating that their Planner, Laverne Kirkness, decided to take a last minute vacation with his entire family to Norway so he is going to step in for him here today; for the moment we agree with the staff recommendation, they have been working tirelessly over the last week since our meeting with staff to reorient the car wash so we keep it at least 50 meters away from the south boundary so we can limit the size of the noise wall to 2.4 meters, he thinks it is in the by-law, the standard by-law, so definitely and then flipping the car wash so it that the ingress would be off of Pack Road and the egress would be of Colonel Talbot Road so the dryers are closer to Colonel Talbot and they hope to reorient the building; indicating that he has Steve from Suncor Petro Canada corporate here so he thinks we both agree on that technical amendment here; thinking we all want to get to the same spot so it meshes from a traffic and noise perspective as close to Colonel Talbot as we can because we have future phases of development sort of surrounding this parcel as well.
- Glen Dietz, 3559 Loyalist Court - diagonally opposite the proposed development has so he is right on the corner of Colonel Talbot Road and Pack Road; thanking the Council for opening these are public session so that we do have input and he would like to acknowledge the vast amounts of build-up that the Planning department has put together, there is a very thorough amount and there is nothing in the report that talks about the effect on property values from gas

stations, convenience stores, drive through restaurants, have on property values; noting that he knows that is not the mandate of the Planning and Environment Committee; however, it is something that is very important to land owners; outlining that the second point is some there is a noise plan that has been created but it really only deals with the impact on houses that are adjacent to the property, there is no mention of the impact that the noise will have on existing residential properties in the region; reiterating that he is diagonally across from this and he is going to be directly affected by that so he has great deal of concerns about the noise level especially now that he hears that the car wash is being moved even closer to my property; the third point is the type of impact that at this type of business will have on the traffic flow in the region, Colonel Talbot Road is already a very busy road during peak hours and the additional traffic that could come and the additional interruption to traffic is people turn in and come out of this property certainly is going to have an effect on the traffic flow in the area; adding the additional services, the restaurant, the gas bar, it may also increase traffic flow for folks that would not be coming there otherwise; the report also does not address the noise levels that will occur as cars come to a halt in order to be able to turn into the property and as they accelerate away after they have had to stop behind somebody that is trying to turn so probably the most important concern that he has got is the safety concern, the need to turn left into that gas station when you are traveling northbound across two lanes of traffic, it is going to be dangerous for the folks that are traveling south and an unnecessary hazard and finally installing a drive through restaurant with no seats to sit people are going to be taking their meals, their coffee and so forth and it is going to be encouraging folks to eat while they are driving, drink while they are driving and there has recently been legislation changes that prohibits that so that also needs to be taken into consideration; certainly it is the drivers' responsibility when they are turning left into that property to do that in a safe manner; we all know that that is not going happen in all situations; thinking it is important for Council to not put something in place that does increase risks to the public and so forth and so he encourages the Committee to decline and to reject the application.

## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.7 PUBLIC PARTICIPATION MEETING – Application – Revise Wording of the Existing h-18 Holding Provision (Archaeological Assessment) (Z-9059)

- Mike Wallace, London Development Institute - thanking Mr. G. Barrett, Manager, Long Range Planning and Sustainability, for his efforts in getting me the information earlier as it was not available and he got it for me and he really appreciates that effort; advising that they are fine with the changes; realizing the report really highlights one word change being 'new exterior work being done' and before it was just 'construction', so it's 'new exterior construction', and we are certainly supportive of that; indicating that there are other wording changes in the 'h', and it's an important holding provision to my industry; being frank with the Committee, he is still waiting for some response from some of my members on that, so if there are any additional comments the Councillors will see them before Council from me; highlighting that for him it is not the "h" itself but the process that this is a major policy issue, the h-18, for our development community, and dealing with this stuff during the summer is somewhat of a difficulty; recommending that for any future policy stuff that deals with the development industry, that if at all possible that it be dealt with in the Fall, the Winter, or the Spring, just before Summer would be much more appreciated as, as you know, getting folks to respond during vacations can be somewhat of a challenge, and so we are all just getting back at it, to be perfectly frank with you, and so that would be my comment on not just on the "h" but on future policy issues that you're looking for feedback on from the development industry.



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August 13, 2019

**Attn: Nancy Pasato, Senior Planner**

Development Services  
City of London  
300 Dufferin Avenue  
London, ON  
N6A 4L9

**Re: Z-9068 (475 & 480 Edgevalley Rd): Drewlo Response to Public Comment**

Dear Ms. Pasato,

Drewlo Holdings Inc. submitted a Zoning By-law Amendment ("ZBA") application for Block 139 and Block 140 (municipally known as 475 & 480 Edgevalley Rd.) on May 8, 2019. The "Notice of Planning Application" was circulated June 3, 2019; comments were to be provided in advance of June 24, 2019.

Following review of the comments provided, Drewlo Holdings elected to host a Community Information Night for the file noted above. The meeting was hosted August 8, 2019 at Siloam United Church; 45 individuals attended, including 2 planners from the City of London (yourself and Dan Fitzgerald) as well as Councillor Mo Salih and a representative from his office.

Comments at the meeting echoed those received through the planning submission. On behalf of Drewlo Holdings Inc., we provide the following **responses**:

**1552 Benjamin Drive**

*Just want to send an email to express my concerns about the zoning by law for apartment building on EdgeValley Road. I currently and raising my 4 young kids in a single detached home on Benjamin Drive. It is a nice quiet s neighbourhood. Many houses are already being added along Edgevalley Road at Killaly just to the east of us. This will bring many more population to the quiet area than we are already getting with the new house a going in. I am really concerned about the safety of my kids as they wait alone at the bus stop before school in the mornings, and play outside all the time, with the influx of many more people brings greater risk to their safety. Please consider the families who live on our street who moved here because it was a small, quiet, safe neighbourhood.*

*Thank you for hearing my concerns.*

**This area is a designated area for growth within the City of London, with both lands to the east and south designated under the London Plan and 1989 Official Plan for future residential uses. Through planning of the proposed development Drewlo has made reasonable effort to ensure the**





impacts of development are minimized and mitigated. This is further detailed in the Planning Justification Report.

Safety means of active transportation have been provided throughout the site. Sidewalks on Kilally Road connect to sidewalks to be installed in the Edgevalley Subdivision (33M-757); these further connect to the Thames Valley Parkway and park lands in the surrounding area.

We noticed that this individual lives adjacent the temporary/emergency connection from Kilally Road to Benjamin Drive. It is important to note that this connection will be removed prior to the issuance of a Certificate of Conditional Approval and upon the opening of Edgevalley Subdivision. Benjamin Drive should not have any traffic impact from the subdivision or proposed development.

#### **69-1403 Highbury Ave N.**

*Just some comments and observations re above development. This is a huge development in a rural style setting that is going to present a traffic nightmare. Traffic flow has not been well thought out and if the development is allowed to be built as proposed, there will shortly be a demand to upgrade all roads and traffic lights costing \$millions for the tax payer for the benefit of the developer. Here is the problem.*

*With the population density allowed, what will be the final total population of the new development? It looks like it could be in the thousands.*

*Traffic flowing from the development onto either Highbury or Kilalley will be a nightmare. Most of the traffic onto Kilalley will turn west to Highbury. The turning lanes at Kilalley are inadequate now and with the new development and the funeral home will be impossible. Similarly, turning onto Highbury from Edge Valley will be impossible.*

*In addition, Kilalley needs to be upgraded all the way from Webster to Clarke. As will Webster from Kilalley to Jensen. This development will shortly require an upgrade at Kilalley and Highbury, Edge Valley and Highbury, Kilalley and Clark.*

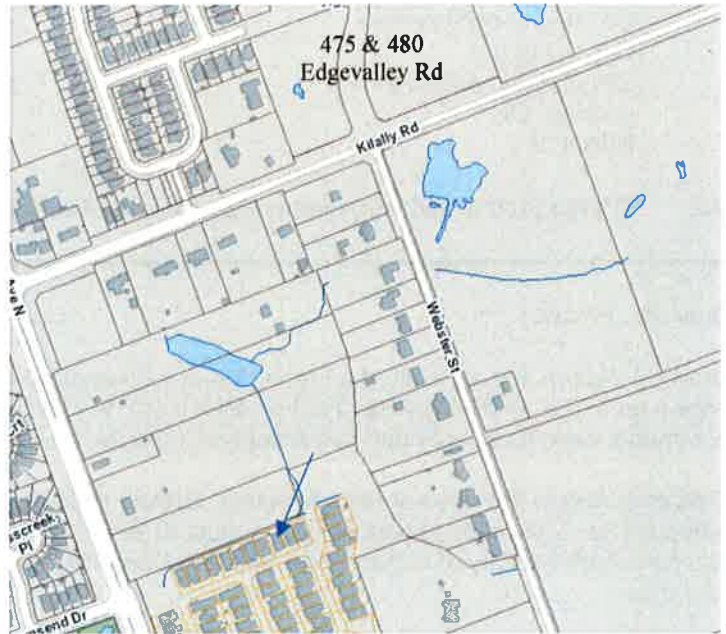
*Possible these upgrades will require traffic lights at Edge Valley and Highbury and Clarke and Kilalley.*

*Since all this is for the benefit of Drewlo Holdings. They need to be responsible for the cost of these upgrades including the upgrade to Kilalley to Clarke and of Webster street.*

*Please do not allow any zoning changes or a finalization of the plans until Drewlo has upgraded all those areas for a reasonable traffic flow.*

*If these concerns are not dealt with before building begins, the tax payer will pay dearly.*

*Further, the speed on Highbury will have to be reduced from 70 to 60 kph.*



**As mentioned above, this area is a hub of future growth for the City; agricultural areas to the east and south are planned residential areas in both the 1989 Official Plan and London Plan.**

**Unfortunately Drewlo Holdings has limited control over street upgrades. These are determined by the City through the GMIS process. Development Charges contribute to upgrades where new development has resulted in an issue or need.**

#### **1478 Agathos Street**

*In regards to the subject zoning bylaw amendments, we request that the city deny the proposed changes requested by the developer.*

*After conversations with several of the existing neighbours, along Agathos St and Purser St, we feel that the construction of 5 and 6 storey buildings will not enhance the neighbourhood and will have grave consequences on the property values of our houses. We request the denial based on the following:*

The London Plan (2016)

Policy 253: Site layout should be designed to minimize and mitigate impacts on adjacent properties

- The construction of 5 and 6 storey buildings will not add to the property value of our existing homes.

Policy 298: An appropriate transition of building height, scale and massing should be provided between developments of significant different intensities. This may be an important consideration at the interface of two different place types.

- The transition is far too quick, from our existing 2 storey houses to 4, 5, and 6 storey buildings. Also given that the land naturally rises, running east along Agathos St, the proposed buildings will look even taller.

City of London Official Plan (1989)

3.3.3 ii) Medium density development will not exceed an approximate net density of 75 units per hectare (30 units per acre).

- A six storey building will exceed this density

11.1.1 xiv) To the extent feasible, the design and positioning of new buildings should minimize the loss of privacy for adjacent residential properties.

- The natural land rise, combined with the height of these apartments will take away privacy of our existing houses.

In response to the Policies mentioned above;

The London Plan

Policy 253: As outlined in the *Planning Justification Report* and *Urban Design Brief* submitted with the application;

*Landscaped buffers and setbacks have been considered where Block 139 and 140 abut with the adjacent, low-rise residential development to the west and future low-rise residential to the north to minimize and mitigate the impacts of the proposed development on adjacent uses. Height and shadow impacts of the proposed development are mitigated and minimized by concentrating the buildings to Kilally Road and Edgevalley Road, and focusing the taller building to the easterly edge of Block 139 where it interfaces future residential development of a proposed similar scale, height and form.*

Policy 298: It is important to note that this policy is currently under appeal; however it was also addressed in the *Planning Justification Report* and *Urban Design Brief* submitted with the application;

The London Plan designates both the surrounding lands and subject lands under the Neighbourhood Place Type. The proposed buildings will not conflict with the scale, height and massing of land uses permitted in the Neighbourhoods Place Type. Lands to the north, south and east are currently vacant and will be developed in the future. Lands to the west, while also designated under the Neighbourhoods Place Type, have already been developed as single family, low-rise residential. An appropriate transition has been provided through spatial separation and proposed landscape screening. Building heights transition from the lowest (4 storeys), adjacent low-rise residential, to six (6) storeys at the east limit where the subject lands interface with future development of similar height, scale and form .

City of London Official Plan (1989)

3.3.3 ii) was addressed in the *Planning Justification Report* provided with the application:

Block 140 has a proposed density of less than 75 upha.

Block 139 has a proposed density of approximately 100 upha. In accordance with policies of Section 19.4.4, Drewlo Holdings will be providing affordable units in accordance with discussions with London HDC and the City of London.

11.1.1 xiv) was addressed in the *Planning Justification Report* provided with the application:

The siting of taller buildings will be toward the east limit of the subject lands away from existing low-rise residential to the west, to minimize loss of existing privacy.

**Additionally, landscaping provides screening to minimize potential loss of privacy.**

### **930 Blackmaple Court**

*It has come to my attention that Drewlo Holdings has submitted a request for a zoning bylaw change at the addresses shown in the subject line. I am a resident in the area and would like to voice my concern about any change that would increase the population density in this area. The vehicle traffic along Kilally Road is becoming increasingly heavy and will continue to do so as the planned developments proceed. A move to high density housing will further exasperate this condition. Although the intersection to this development has been modified to handle higher density traffic the arterial roads feeding this intersection are not, in my opinion, of sufficient capacity to handle the increased traffic flow. I am also concerned about the impact that this development could have on crime in the area.*



*The surrounding neighbourhoods are already impacted by "affordable housing" areas where there is increased criminal activities by some of the occupants. Access to lower density properties is facilitated by the multi-use paths and walkways that are included in these developments. Inserting high density affordable housing into the middle of such a development will further increase the opportunity for criminal activity. If this application proceeds I would expect that there would be some public consultation meetings required. I would like to be made aware of any such meetings when they are scheduled. I would appreciate any assistance you can provide with this.*

**As mentioned previously, Drewlo has little control over road improvements.**

**Drewlo has implemented a number of CPTED (Crime Prevention Through Environmental Design) principles with this development; 'eyes on the street', appropriate lighting and the placement of buildings have all been used to improve safety in the area. These have been addressed in the Urban Design Brief and Planning Justification Report submitted with the Zoning By-law Amendment application.**

### **1501 Agathos St.**

*Asking about the above address, there is a zoning by-law amendment (file Z-9068) being presented to city hall. This being an amendment, I am curious about what was originally zoned for this area. When we purchased our home 3 years ago, we were told the zoning was for "for sale" condominiums. With this amendment, it appears that we will be "looking" at a parking lot in front of the 4 floor apartment building. Other than the parking lot, will the building's proximity to Fanshawe College bring an undesirable element to our little corner of the world? My wife and I moved from the Blackfriars area after being there for 42 years. We wouldn't like to have the same occurrence here.*

**The present zoning is R5-7 and R6-5. The R5-7 zone regulates medium density development in the form of cluster townhouses. It allows a maximum density of 60upha and a maximum height of 12m. The R6-5 zone allows for a range of dwelling types, including Apartment buildings. The maximum density permitted is 35upha and also permits a maximum height of 12m.**

**This development is not being marketed as a student residence, however students will not be prohibited from renting. The buildings consist of a range of 1 and 2 bedroom units.**



### **27-44 Edgevalley Road**

*I have read the promo for the low rental apartment buildings that are for 480 Kilally. My objections are as follows:*

*One: The city is thinking about allowing low rentals in a community where the houses are anywhere between 400,000 to ????. Can you guarantee us that our house worth will continue to grow with low rentals this close? Do our taxes get lowered??*

*We all know from experience that renters in low rentals, most but not all, do not look after their places of living. Take a look at Boulee Street and Kipps Lane. There are things hanging out of the balcony, bikes and toys everywhere. How are houses going to sell here and around the area? Cheaper so that our homes are not worth as much?*

*I am not a snob, however I bought here due to the price and the surrounding area. Across the river there are very nice expensive homes, expensive condos at 99, 44 Edgevalley Road and on Highbury Ave. We have a gas station on Kilally that has never opened but is no an eye sore. Actually if that one ever opens, it will be 7 gas stations in a 3.3. km area.*

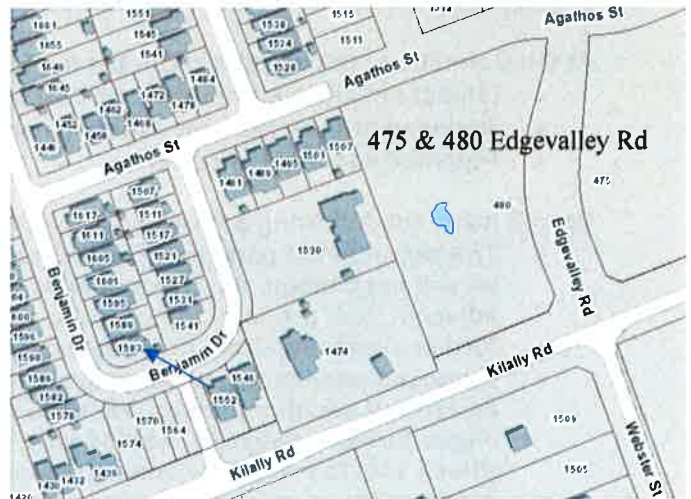


**The London Plan and 1989 Official Plan speak to the desire for complete communities. Providing a range of housing options allows individuals to remain in their community, should they choose to do so.**

**Four (4) affordable units are proposed to be included, to satisfy the Bonusing requirement on Block 139 (475 Edgevalley Rd.) Following discussions with London HDC and City Staff, these units are proposed to be provided at 85% CMHC average market rent for a period of 15 years. These units are still operated and maintained by the Developer.**

### **1583 Benjamin Drive**

*I am writing today to express my strong opposition to the proposed re-zoning at Edgevalley and Killaly streets to allow multi-story residential buildings on this site. I live on Benjamin Dr, in the adjacent subdivision, and chose to move to this neighbourhood with my family as it was a quiet and peaceful area with single family homes. The introduction of multi-story buildings, with over 200 units will drastically change our neighbourhood. As our neighbourhood is located quite close to Fanshawe College, I have grave concerns that multi-story buildings in our area will be filled with students. While post-secondary students can of course be wonderful neighbours, when there is a concentration of short term (1 year) renters in an area, the culture of the neighbourhood changes. We currently have students who rent houses in our subdivision, and are wonderful neighbours, but they are scattered throughout the area, not concentrated in one very small corner. There are many children in our neighbourhood and there are at least 6 different school buses that pick up and drop off children every single day. I have serious safety concerns for our children who wait for the bus, if such a large increase in traffic were to be introduced to this area. It is already very dangerous to have our children ride their bikes or walk along the sidewalks on Killaly Rd. as people drive far too fast along this route between Clarke Rd. and Highbury Ave., and the added congestion that over 200 apartments will bring is scary. Many of us who have recently purchased our houses (within the last 5 years) have done so after reviewing the plans for the proposed development of the lots to the North and East of our homes. The plans were for single family homes, as well as condo style town-homes to be built. This is what we expected when we purchased the house, and I am extremely disappointed and upset at the proposed change. I would strongly encourage the City of London to deny the re-zoning request of Drewlo and not allow multi-story residential buildings to be built.*



**As noted in previous comments:**

- **Drewlo has limited control over road improvements;**

- The connection between Benjamin Dr. and Kilally Rd. is temporary and will be removed upon Conditional Approval of the adjacent subdivision (33M-757);
- The buildings are not being marketed as a student residence, however students will not be prohibited from renting; and
- Current zoning allows for medium density of a similar nature, cluster townhomes or apartment buildings at a lower density (60 upha and 35 upha, respectively) and a maximum height of 12m.

#### **1530 Benjamin Drive**

*We are homeowners that occupy a single-family residential property that abuts the largest existing portion of the proposed development site, and would like to be provided with additional supporting information regarding the proposed zoning amendment. When we purchased our property on Benjamin Drive in 2012, we were aware that future development was planned for the vacant land in question, but that it was not zoned for high-density residential apartments such as those included in the proposal. Consider this letter as our formal appeal application; if an appeal needs to be filed via other means, then provided additional details so we can ensure the appeal against this file is submitted appropriately & within the time limits provided.*

*When site preparation operations began on the development property in 2018, we had opportunity to meet with the site engineer for MTI Engineering (Randy Lucas) who reviewed the city-approved site plan with us, which clearly indicated that the area directly adjoining our property was zoned for medium-density residential units, and he indicated that the only apartment-style multi-storey building approved by the City of London was located at the corner of Highbury Ave & Edgevalley Road, at the north-west end of the new development. He also indicated that the zoning in place would permit the developer to commit to condominium-style townhomes, or something similar, which would not exceed 2 stories in height.*

*We have significant concerns with the zoning amendment proposal that we intend on bringing forth since our property & personal security is likely the most impacted by these proposed changes. Please provide details for the public meeting where we can voice our concerns & objections to this proposal. Our councillor (Mo Salih) is cc'd on this message, and we look forward to the opportunity to meet with him personally to review the many concerns we have with the zoning amendment proposal.*

**Drewlo staff met with the residents of 1530 Benjamin Drive to discuss their concerns, and potential solutions/ compromises to the highlighted issues.**

**In response to the shift from medium density townhomes to a low-rise apartment development, we advised that this change was driven by changes in the market. Housing costs have increased significantly across Ontario, particularly southwestern Ontario. Housing in the form of low-rise apartments will introduce a more affordable option to the neighbourhood, in addition to the planned towns, high rise and single family in the remainder of the subdivision. We advised the homeowners, while this density is higher than what is permitted under the current zoning it is still considered 'medium density'; in accordance with the permissions of the London Plan and 1989 Official Plan.**

**At the Community Information Night the homeowners expressed a number of concerns including:**

- Impact of vehicles from the adjacent parking;
- Reduced privacy from the buildings on Block 140; and
- Potential security concerns.

**Drewlo made the following adjustments to address majority of their concerns:**

- The layout of the parking lot is proposed to be adjusted. While the actual location of the parking lot will not change, the parking stalls will relocate so that vehicles are not parking directly adjacent their property (new layout: approx. 5m buffer + approx. 6.7m drive aisle). This provides further separation from potential adverse impacts.
- Proposed additional landscaping adjacent existing homeowners. Initially the proposal included one row of deciduous trees. We have proposed to add an additional layer of coniferous species to create further screening. Additionally, more landscaping will be added in front of Building A (Block 140) to eventually screen balconies from looking into the adjacent properties.
- A 1.8m (6ft) wooden privacy fence will be installed along the property boundary (slightly within Drewlo property limits and will be the responsibility of Drewlo to maintain).

- We discussed the “Crime Prevention through Environmental Design” (“CPTED”) measures that will be implemented. These should improve existing security concerns. The CPTED measures include:
  - Lighting;
  - ‘Eyes of the street’;
  - Placement of the building; and
  - Identified points of entry.

Following our meeting the residents were satisfied with the proposed changes. Drewlo intends to continue conversations with the homeowner after these changes have been incorporated into the Site Plan and will consider their feedback in future site plan submissions.

### **1507 Agathos**

Email Submission:

*I would like to lodge a formal complaint and object to the proposed zoning changes for above referenced lands.*

*My wife and I own 1507 Agathos Street and do not want to have apartment complexes and large parking lot beside my residence. I have emailed you before to add me to the distribution list and keep me informed regarding the development of this new subdivision but have never received any emails regarding this. I am extremely upset that no one reached out to the neighbouring properties for input on the proposed change. I found out about this from a sign that was posted but wish that I was contacted directly. Drewlo Holdings seems to be able to set their own rules and not follow the current zoning that is in place. The planned subdivision has already nearly lapsed many times and I don't feel the zoning should be changed just because a large developer wants to increase the density and their profit margins.*

*Reasons for not wanting rezoning include:*

- *Do not want high density development in my back yard (fish bow effect)*
- *Traffic is already bad enough and will be much worse once the subdivision and funeral home are completed.*
- *Do not want to increase the impermeable surface coverage (worried about surface runoff water).*
- *Do not want a large parking lot with no trees.*
- *Drewlo has already clear cut the forest that used to grow beside my house and now they want to pave the entire site which has environmental and hydrological impacts.*

*I look forward to hearing more about this proposal and hope that the city can work with the existing residence to avoid this unnecessary proposed zoning change.*

**The resident of 1507 Agathos was also part of the meeting with the residents of 1530 Benjamin Drive. The changes expressed above were implemented to address his concerns as well. Preliminary engineering plans were shared to address grading and stormwater management concerns.**

**Following our meeting with the resident he was satisfied with the concessions made. We intend to continue conversations with the homeowner.**

Call to City of London:

- *Against application*
- *Concern over traffic*
- *Concerns over landscape OS/lack of greenspace – all parking*
- *Concern over high density*
- *Will have petition*

**As mentioned above, Drewlo staff met with the resident at the Community Night and subsequently to discuss his concerns. Based on conversation with the resident at 1507 Agathos St. and 1530 Benjamin Dr. Site Plan alterations were proposed. This addressed parking and landscape concerns, in addition to others. A sketch of the proposed changes have been attached. Drewlo continues to work through the Site Plan process with the City of London.**

### **438 Briarhill Avenue**

*I am totally against allowing a zoning change for the area of Edgevalley & Kilally roads. We do not need apartment buildings in this lovely quiet single family homes neighbourhood. Please don't change the zoning for this area.*

**As previously mentioned (and outlined in the Planning Justification Report), apartments are a desired product to address affordability concerns currently plaguing southwestern Ontario. Different forms of housing helps to create a complete community with varying demographics, allowing individuals to remain in their neighbourhood if they choose to do so.**



### **1546 Benjamin Drive**

Call to City of London

- Against 5 apartment buildings
- Was supposed to be low rise condos 1-2 storeys
- Been here 16 years
- Issues with property on Kilally – junk, fixes cars onsite
- Nothing has been done
- Apartments don't go with the area

### **1505 & 1509 Webster Street**

Front Counter visit (June 18, 2019)

- *Background: application for Edgevalley subdivision – Drewlo was going to extend services to 3 lots on Webster – this never happened*
- *Reconstruction of Kilally – 9 foot retaining wall along 1505 & 1509 Webster due to grade changes; 1499 Webster was supposed to have 2 foot wall, now 6 foot wall – and no extension of services*
- *Traffic light & sidewalk were supposed to be installed @ Webster & Kilally – not done – no sidewalks or services on Webster*
- *Traffic considerations increased by this development – stop sign at Edgevalley/ Webster & Kilally – can't see because of retaining wall (mentioned above) – area roads will not handle this increase*
- *Need to be intervening land use/transition from singles to apartments – needs to be a buffer from higher intensity to singles*
- *Object to zone change overall*

Follow up was provided by Kevin Edwards (City of London) regarding Road projects and estimated dates.

**The reconstruction of Kilally Rd was a City of London project, unfortunately Drewlo had limited control. This was discussed with the resident at the Community Night, and understood.**

Letter Submitted to Development Services:

*Further to our conversation last week I would like to reiterate and add to our concerns.*

*We are holders of 2 large residential lots at 1509 and 1505 Webster Street and are negatively affected by this proposal.*

*The original draft plan by Drewlo Holdings included single family and townhouse developments along Kilally Road, serving as a buffer between single family and high density development.*

*The proposed zero setbacks and apartment buildings are a drastic change and not welcome.*

*The huge proposed parking lots to service high rise dwellings are more conducive for a shopping mall.*

*Would underground parking not be a better option?*

*The anticipated population would nearly double and traffic would negatively affect Kilally Road to the east as well as Webster Street to the south, both being the equivalent to paved county roads.*

*Webster Street has a deep culvert closer to Jensen Road that has a metal guard to the west and an old tree to the east, none of the locals pass each other at that location but take turns.*

*The Homes on the west side of Webster Street between Jensen and Kilally Roads were built on lots 100' wide more or less with setbacks of 100'. These homes are on septic tanks and wells. There are no sidewalks, curbs or gutters with the exception of curbs and gutters at 1499 to 1505 Webster Street at the reconstructed Street section.*



Homes constructed on the south side of Kilally between Highbury Ave and Webster Street were built to similar specifications but have curbs and gutters – but do not have sidewalks; on the north side of Kilally Road there are sidewalks from Highbury Ave to Edgevalley Roads as well as curbs and gutters.

To align Webster street and Edgevalley Roads Webster Street's grade was lowered by the City and a retaining wall was proposed of 2' in height at 1499 Webster gradually increasing to 9' at 1505 Webster Street.

A three foot error occurred and we now have a retaining wall that starts at 6' and graduates to 10' along the three properties.

The newly constructed wall makes it impossible to see oncoming traffic from the left at the stop sign on Webster Street, you have to advance two car lengths into the intersection to be able to do so. When will the proposed traffic lights be installed?

The expected services on the three properties were not provided. Also street lights, traffic lights at the intersection, sidewalks, hydro poles moved to the east side of Webster only showed on the City plans displayed at Montcalm High school to the general public.

Please note that the changes to the road on Webster Street starts in May of last year, the work is not yet completed. We had been told that this work would be completed in 4 months.

Trusting the afore going information is helpful.

**The owner of 1505 & 1509 Webster attended the community night. It was discussed that concerns related to Kilally Road reconstruction or potential upgrades of Webster Street should be directed to the City of London.**

**The initial proposal depicted 'zero setbacks', as is generally desired, to create a positive pedestrian experience. Due to grades, a 'zero setback' along Kilally Rd would have resulted in the construction of retaining walls. Consultation with the City of London indicated that retaining walls were not desired and the buildings were setback approximately 4m from the property line to eliminate the need for retaining walls. This was explained to the resident at the Community Night; she was satisfied with the new setback.**

Attendance sheets from the Community Information Night have been attached to this letter. It is our understanding that public comments as well as agency comments will be included in the Staff Report.

We hope that this letter will assist in discussions at the Planning & Environment Committee meeting on September 9th, as well as at Council. If there are any concerns or questions, do not hesitate to contact our office.

Sincerely,  
DREWLO HOLDINGS INC.

  
**Carrie O'Brien**  
Land Planner

cc. George Bikas, Drewlo Holdings Inc.  
Paul Hinde, Ironstone Building Company  
Lou Pompili, City of London  
Mohamed (Mo) Salih, Ward 3 Councillor

encl. Community Night attendance sheets  
Sketch – proposed site plan changes (per discussions with 1507 Agathos and 1530 Benjamin)



## PUBLIC PARTICIPATION MEETING COMMENTS

### 3.8 PUBLIC PARTICIPATION MEETING – Application – 475 and 480 Edgevalley Road (Z-9068)

- C. O'Brien, Drewlo Holdings - commending staff on their willingness to let us move forward with this site plan concurrent to the Zoning By-law Amendment, it really helped us address residents' concerns in real time and we were able to make a number of concessions for the adjacent residents and she thinks that they have properly addressed that.
- Lydia Hermant, 1530 Benjamin Drive – indicating that they are the property that you can see in the site there that backs right onto the 480 plan that has a line of trees, the parking lot; so that parking lot will be in our backyard basically; advising that they have met with Drewlo, Carrie has been kind enough to come to our home and they have been actually quite nice to work with in the sense where they did move the one building that you see on an angle so that it is not directly in our backyard and they also changed the parking lot around for us which we really appreciated because originally those parking spaces were going to be where those trees are; advising that they planted their own row of trees to help with some buffering of noise and what have you and we asked for Blue Spruce; asking to make sure that when they are planted they are already quite large just to help with some of the buffering and what have you; advising that the concern for us was having the cars parked against our fence line; just a little stronger instead of a regular type of fence board perhaps a stronger fence board; right now that whole area, the trees are cleared all we have is a chain link fence, that area is completely open and we have people who are back there all the time that are walking the area and they come close to our property line and we are worried of people jumping the fence so we requested that the fence be built this year as soon as possible so they do not jump our fence, it is only a 4 foot chain link that used to be forest back there so our main concern is mainly just a proper beefed up fence which we do not think would be a great expense to a development company that large and to prevent people from coming through and of course it is a non-climbable fence so that is really our only concern is they have mentioned that the only want to do a 4X4 fence still but we would request that it is a much beefier, stronger, 6X6 non climbable fence, they are not asking for the brick wall they are just asking for a beefier non-climbable fence; they are not sure if it can be higher than the 1.8 meters or 6 feet but that is our main concern otherwise everything has been great and Carrie has been wonderful to work with and they have made a lot of changes and we do not really have any concerns other than fence and tree size; noting that they were trying get that fence built this Fall for us.

# **Community and Protective Services Committee**

## **Report**

10th Meeting of the Community and Protective Services Committee  
September 10, 2019

**PRESENT:** Councillors M. Cassidy (Chair), S. Lewis, M. Salih, E. Peloza, S. Hillier, Mayor E. Holder  
**ALSO PRESENT:** Councillor A. Kayabaga; D. Baxter, J. Bunn, D. Calderwood-Smith, C. Cooper, S. Datars Bere, A. Dunbar, O. Katolyk, G. Kotsifas, L. Livingstone, J.P. McGonigle, N. Musicco, D. O'Brien, D. Purdy, M. Ribera, M. Schulthess, 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: S. Hillier

Seconded by: S. Lewis

That Items 2.1 to 2.7, 2.11 and 2.12 BE APPROVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Peloza, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

#### **2.1 8th Report of the Accessibility Advisory Committee**

Moved by: S. Hillier

Seconded by: S. Lewis

That the following actions be taken with respect to the 8th Report of the Accessibility Advisory Committee, from its meeting held on August 22, 2019:

- a) the following actions be taken with respect to the Notice of Planning Application, dated August 20, 2019, from L. Mottram, Senior Planner, with respect to a Zoning By-law Amendment for the property located at 1395 Riverbend Road:
  - i) the above-noted Notice BE RECEIVED; and,
  - ii) the Civic Administration BE REQUESTED to attend a future meeting of the Accessibility Advisory Committee to explain mechanical parking systems and possible repercussions for accessibility, as it relates to the above-noted Notice;
- b) the attached Built Environment Sub-Committee report, dated August 13, 2019, BE FORWARDED to the Civic Administration for consideration as part of the Draft Facility Accessibility Design Standards dated June 2019; and,
- c) clauses 1.1, 3.1 and 5.1, BE RECEIVED.

**Motion Passed**

2.2 7th Report of the Animal Welfare Advisory Committee

Moved by: S. Hillier

Seconded by: S. Lewis

That the following actions be taken with respect to the 7th Report of the Animal Welfare Advisory Committee, from its meeting held on August 1, 2019:

a) the Civic Administration BE REQUESTED to amend the public reporting of the London Animal Control Centre to include specific numbers on each species of animal intake and outcome; it being noted that the ~~attached~~ communication from R. Oke, Animal Welfare Coordinator, with respect to this matter, was received; and,

b) clauses 1.1, 3.1, 3.2, 4.1, 5.1, 5.2 and 5.4, BE RECEIVED.

**Motion Passed**

2.3 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Moved by: S. Hillier

Seconded by: S. Lewis

That the 5th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on August 15, 2019, BE RECEIVED.

**Motion Passed**

2.4 7th Report of the London Housing Advisory Committee

Moved by: S. Hillier

Seconded by: S. Lewis

That the 7th Report of the London Housing Advisory Committee, from its meeting held on August 14, 2019, BE RECEIVED.

**Motion Passed**

2.5 London's Homeless Management Information System – Amended By-law

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to London's Homeless Management Information System:

a) the proposed by-law, as appended to the staff report dated September 10, 2019, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to amend By-law No. A-7613-327 being "A by-law to approve The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, and to authorize the Mayor and the City Clerk to execute this Agreement", by deleting any reference to the title "Managing

Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsible for Homeless Prevention Initiatives; and,

b) the proposed by-law, as appended to the staff report dated September 10, 2019, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to amend By-law No. A-7706-107 being “A by-law to approve the London Homeless Management Information System Hosting Agreement between The Corporation of the City of London and Homeless Serving Organization and to authorize the Managing Director, Neighbourhood, Children and Fire Services to execute this Agreement”, by deleting any reference to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsible for Homeless Prevention Initiatives. (2019-S14)

#### **Motion Passed**

#### **2.6 Provincial Audit and Accountability Fund – Transfer Payment Agreement**

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law, as appended to the staff report dated September 10, 2019, with respect to the provision of funding for an independent third party review of the delivery of housing services, BE INTRODUCED at the Municipal Council meeting to be held on September 17, 2019, to:

a) authorize and approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London, appended to the above-noted by-law; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2019-F11)

#### **Motion Passed**

#### **2.7 Report from Civic Administration of the Vacant Community Housing Units as a Result of Outstanding Repairs**

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated September 10, 2019, with respect to the vacant community housing units as a result of outstanding repairs, BE RECEIVED. (2019-S11)

#### **Motion Passed**

2.11 Proposed Accessible Vehicle for Hire Incentive Program – Update

Moved by: S. Hillier

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 staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:

- a) the above-noted report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire. (2019-T10/F11)

**Motion Passed**

2.12 Investing in Canada Infrastructure Program – Community, Culture and Recreation

Moved by: S. Hillier

Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager and Acting Managing Director of Neighbourhood, Children and Fire Services and the Managing Director of Parks and Recreation, the staff report dated September 10, 2019, with respect to the Investing in Canada Infrastructure Program: Community, Culture and Recreation, BE RECEIVED. (2019-T10)

**Motion Passed**

2.8 Naming of New East Community Centre – 1731 Churchill Avenue

Moved by: E. Holder

Seconded by: S. Lewis

That, on the recommendation of the City Clerk with the concurrence of the Managing Director, Parks and Recreation and the Deputy City Manager and Acting Managing Director, Neighbourhood, Children and Fire Services, the Civic Administration BE DIRECTED to make the necessary arrangements to hold a Public Participation Meeting before the Community and Protective Services Committee on October 8, 2019 to receive input from the public with respect to the proposed name of “The Community Centre on Wavell” for the new east community centre located at 1731 Churchill Avenue; it being noted that a communication, dated September 7, 2019, from B. Brock, was received with respect to this matter. (2019-S12)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozo, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## 2.9 Tow Truck Solicitation at Accident Scenes

Moved by: S. Lewis

Seconded by: S. Hillier

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 staff report dated September 10, 2019 related to tow truck solicitation at accident scenes:

- a) the above-noted report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to prepare an amendment to the Business Licensing By-law to include Motor Vehicle Towing as a Class of Licence and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,
- c) the delegation request from D. Williams, 519TOW, as appended to the agenda, with respect to this matter, BE DEFERRED to the above-noted public participation meeting. (2019-T08)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## 2.10 Swimming Pool Fence By-law Review Update

Moved by: E. Pelozza

Seconded by: S. Lewis

That the following actions be taken with respect to the staff report dated September 10, 2019 related to a swimming pool fence by-law review update:

- a) the above-noted report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to drainage issues related to backyard pools. (2019-P15)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

## 3. Scheduled Items

None.

## 4. Items for Direction

### 4.1 (ADDED) Councillor A. Kayabaga – Special Events Policies and Procedures Manual – Parkjam Music Festival – Harris Park

Moved by: M. Salih

Seconded by: S. Lewis

That the communication dated September 6, 2019, from Councillor A. Kayabaga, with respect to the Special Events Policies and Procedures Manual, BE RECEIVED. (2019-P11)

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**5. Deferred Matters/Additional Business**

5.1 Deferred Matters List

Moved by: M. Salih

Seconded by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at August 28, 2019, BE RECEIVED.

Yeas: (6): M. Cassidy, S. Lewis, M. Salih, E. Pelozza, S. Hillier, and E. Holder

**Motion Passed (6 to 0)**

**6. Adjournment**

The meeting adjourned at 5:08 PM.

## **ACCAC Subcommittee – Built Environment**

**August 13 2019**

Present: M. Stone, J. Madden, M. Dawthorne, P. Moore, J. Menard, N.Judges, G. LaHay, G. Ashford-Smith, Jim Sanders, D. Ruston

### **General Comments**

- Include Parks & trails references. Have pages for parks and trails and cross reference GAATES, CSA but also give best practices (with examples/photos).
- Playgrounds should also be added. Have a section for playgrounds with best practices citing Built standards but also a solid definition of “firm and stable” that the City of London defines so it is less contentious and easy to understand/follow. Playgrounds should reference CSA Annex H as a minimum.
- Splash pads and dog parks should also be added with best practices and references to GAATES but additional notes on best practices (photos and explanation)
- Add a page for community gardens. Suggestion was that our community garden team contribute to this part with good examples and photos from their own gardens.
- Font is too small in glossary. Melanie Stone will follow up to ensure all photos are captioned in the final document and that the standards for print/web access are followed.
- Better definition of Universal design
- Add a part indicating that this is a living document and may be updated at least annually but possibly more often as required. Most up to date document will live online at the City website.



- Should contain information about containers for garbage and recycling and their placement inside and outside structures?
- Add reporting mechanism to the document
- Identify how the FADS document will be enforced for City of London projects
- Suggested that the document be changed to “Physical Environment Accessibility Design Standards” (PEADS)
- All drawings and images should be referenced properly and attributed (are these engineers? If so ensure this is identified)
- The enforcement piece needs to be strengthened with respect to current bylaw compliance
- Add an outdoor trails section that references the City’s trail guidelines and the AODA

### **Next Steps Suggested:**

Share the document with community groups who were originally part of the FADS consultation process and new groups with emerging best practices.

Groups suggested were: Autism Ontario, TVCC, March of Dimes, MS Society, Alzheimer’s Society, (Others?)

Melanie has offered to organize an information gathering evening/afternoon with these community partners for input and explanation. Would ACCAC like to facilitate/help facilitate this event?

### **Specific References:**

- 1.1 More introduction about Universal Accessibility, better references and check all links in document for accuracy. Do all references need to be included?

3.1 Parking – Ensure that this section contains information about accessible parking being close to amenities (carts, doors, parking meters etc...)

3.3 Flex Street References re: Ramps must be clarified. The elimination of ramps as stated in the wording is awkward. Be more specific about building streets to meet entrances, not simply eliminating ramps. Clarification of landscape access or level access/alternates to ramps. Can we include an image?

3.3.5 What does this section mean?

3.5.3 Pedestrian Construction – Add information about enforcement/bylaw? AODA requirements and wording for inclusion in contractor documents. These physical environment standards should cross reference with AODA standards/building/construction codes for enforcement purposes

5.4 Acoustics – Add best practice standard be added for sound dampening based on input about those with sensory disabilities?

5.7 Lighting – Add information be added to this section to ensure that recessed non fluorescent lighting be used where possible. (Table 10 – 12 mix up. Please review these #s and fix)

6.1 Can we add information about best practices related to quiet space, snoezelen equipment, and transition areas?

6. can we add information in the kitchen portion about magnetic induction being a best practice for safety in kitchens?

6.23 Where possible have recessed shelving that does not jut out into corridors or paths of travel

Page 43 references public input required on newly built rest areas. This seems out of tune with the rest of the document. A statement about revisions by ACCAC each year may be better suited to this section.

Page 266 and 267 are out of order. Please verify order of pages in glossary section.

# **Corporate Services Committee**

## **Report**

17th Meeting of the Corporate Services Committee  
September 10, 2019

PRESENT: J. Helmer , A. Kayabaga, S. Hillier, Mayor E. Holder  
ABSENT: Councillors J. Morgan (Chair), P. Van Meerbergen  
ALSO PRESENT: L. Livingstone, A.L. Barbon, B. Card, B. Coxhead, S. Miller, D. Munteer, M. Ribera, M. Schulthess, B. Warner and B. Westlake-Power.

The meeting is called to order at 12:32 PM.

### **1. Disclosures of Pecuniary Interest**

That it BE NOTED that no pecuniary interests were disclosed.

### **2. Consent**

#### **2.1 Leave of Absence - Federal Election**

Moved by: S. Hillier

Seconded by: J. Helmer

That the communication dated August 30, 2019 from Councillor M. van Holst regarding an unpaid leave of absence until October 25, 2019 BE RECEIVED.

Yeas: (4): J. Helmer, A. Kayabaga, S. Hillier, and E. Holder

Absent: (2): J. Morgan, and P. Van Meerbergen

**Motion Passed (4 to 0)**

### **3. Scheduled Items**

None.

### **4. Items for Direction**

None.

### **5. Deferred Matters/Additional Business**

None.

### **6. Confidential (Enclosed for Members only.)**

Moved by: E. Holder

Seconded by: S. Hillier

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

#### **6.1 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        Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality.

6.3        Solicitor-Client Privileged Advice

A matter pertaining to 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.

6.4        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.

6.5.        (Added) 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.

Yeas: (4): J. Helmer, A. Kayabaga, S. Hillier, and E. Holder

Absent: (2): J. Morgan, and P. Van Meerbergen

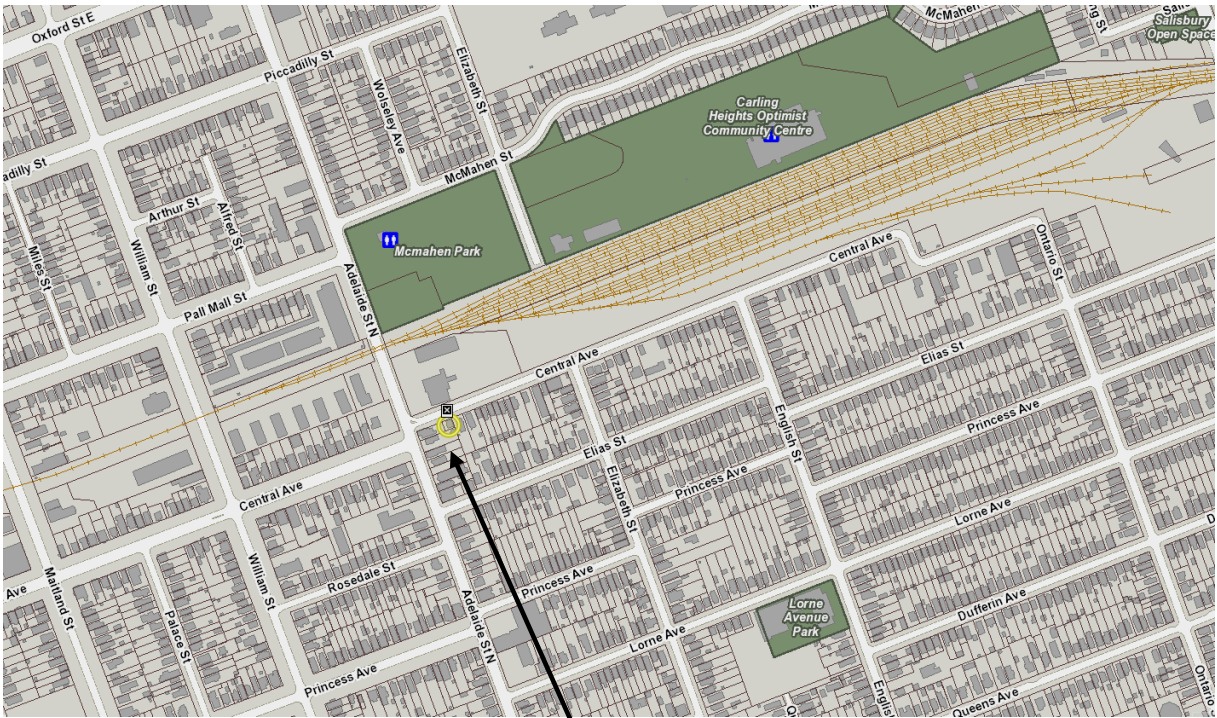
**Motion Passed (4 to 0)**

The Corporate Services Committee convened, In Closed Session, from 12:38 PM to 2:18 PM.

**7. Adjournment**

The meeting adjourned at 2:19 PM.

Location Map



627 Central Avenue



APPENDIX "A"  
CONFIDENTIAL

#19132

September 10, 2019

(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: **Property Acquisition - 627 Central Avenue**  
**Adelaide Street CP Rail Grade Separation Project**  
**(Subledger LD180092)**  
**Capital Project TS1306 - Adelaide Street Grade Separation CPR Tracks**  
**Maria Christie Sychangco**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<b><u>ESTIMATED EXPENDITURES</u></b>	<b><u>Approved Budget</u></b>	<b><u>Committed To Date</u></b>	<b><u>This Submission</u></b>	<b><u>Balance for Future Work</u></b>
Engineering	\$3,025,750	\$3,025,750		\$0
Land Acquisition	11,424,250	137,805	482,981	10,803,464
Relocate Utilities	5,800,000			5,800,000
City Related Expenses	100,000	281		99,719
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$20,350,000</u></b>	<b><u>\$3,163,836</u></b>	<b><u>\$482,981</u></b> 1)	<b><u>\$16,703,183</u></b>
<b><u>SOURCE OF FINANCING</u></b>				
Debenture By-law No. W.-5600-57	\$11,634,500	\$2,119,761	\$323,596	\$9,191,143
Drawdown from City Services - Roads	2) 5,730,500	1,044,075	159,385	4,527,040
Reserve Fund (Development Charges)				
Other Contributions	2,985,000			2,985,000
<b>TOTAL FINANCING</b>	<b><u>\$20,350,000</u></b>	<b><u>\$3,163,836</u></b>	<b><u>\$482,981</u></b>	<b><u>\$16,703,183</u></b>

1) Financial Note:

Purchase Cost	\$439,000
Add: Land Transfer Tax	5,255
Add: Fees & Disbursements	31,000
Add: HST @13%	57,070
Less: HST Rebate	(49,344)
Total Purchase Cost	<u>\$482,981</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

JG

Jason Davies  
Manager of Financial Planning & Policy

# **Strategic Priorities and Policy Committee**

## **Report**

18th Special Meeting of the Strategic Priorities and Policy Committee  
September 16, 2019

PRESENT: Mayor E. Holder (Chair), S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, S. Hillier  
ABSENT: Councillors M. van Holst, S. Lehman  
ALSO PRESENT: A. Barbon, G. Barrett, B. Card, S. Corman, B. Coxhead, S. Datars Bere, M. Johnson, G. Kotsifas, L. Livingstone, C. Saunders, M. Schulthess, and J. Taylor.

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**

None.

### **3. Scheduled Items**

None.

### **4. Items for Direction**

#### **4.1 City of London Housing Service Review: Proposed Action Plan**

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

- a) the staff report dated September 16, 2019, and the subsequent updated report, BE RECEIVED;
- b) Option 3 identified in the reports, noted in a) above, BE APPROVED;
- c) the Civic Administration BE DIRECTED to take all necessary steps to implement the above-noted Option 3;
- d) the Civic Administration BE DIRECTED to report quarterly to Municipal Council with a status and progress update on the implementation of Option 3;
- e) the City Clerk BE DIRECTED to make the necessary arrangements to bring forward the appropriate by-laws to implement actions identified in Option 3; and
- f) the Civic Administration BE DIRECTED to report back to Corporate Services Committee on the feasibility of using the same approach taken for affordable housing to reduce the effective tax rate for London Middlesex Community Housing (LMCH) buildings to be equivalent to the residential tax rate, including any amendments that may be necessary to the Municipal Housing Facilities By-law to do so;

it being noted that the Strategic Priorities and Policy Committee received communications dated September 12, 2019 from D. Astolfi and J. Atkinson, and received verbal delegations and the attached submissions

from the Housing Development Corporation and the London & Middlesex Community Housing.

**Motion Passed**

Voting Record:

Moved by: Mayor E. Holder

Seconded by: S. Lewis

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

- a) the staff report dated September 16, 2019, and the subsequent updated report, BE RECEIVED;
- b) Option 3 identified in the reports, noted in a) above, BE APPROVED;
- c) the Civic Administration BE DIRECTED to take all necessary steps to implement the above-noted Option 3;
- d) the Civic Administration BE DIRECTED to report quarterly to Municipal Council with a status and progress update on the implementation of Option 3; and,
- e) the City Clerk BE DIRECTED to make the necessary arrangements to bring forward the appropriate by-laws to implement actions identified in Option 3.

Yeas: (7): Mayor E. Holder, S. Lewis, M. Salih, J. Morgan, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (6): J. Helmer, M. Cassidy, P. Squire, A. Hopkins, S. Turner, and A. Kayabaga

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (7 to 6)**

Moved by: J. Helmer

Seconded by: S. Lewis

That Civic Administration BE DIRECTED to report back to Corporate Services Committee on the feasibility of using the same approach taken for affordable housing to reduce the effective tax rate for London Middlesex Community Housing (LMCH) buildings to be equivalent to the residential tax rate, including any amendments that may be necessary to the Municipal Housing Facilities By-law to do so.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

Moved by: M. Cassidy

Seconded by: A. Kayabaga



That the communications dated September 12, 2019, from D. Astolfi, Canadian Mental Health Association Middlesex, and J. Atkinson, London Poverty Research Centre, Kings University, BE RECEIVED.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

Moved by: S. Hillier

Seconded by: M. Salih

That the following actions be taken with respect to the delegation request from Housing Development Corporation:

- a) the communication dated September 10, 2019, from S. Giustizia, Housing Development Corporation, with respect to a request for delegation, BE RECEIVED for information;
- b) the delegation request from Housing Development Corporation BE APPROVED to be heard at this time; and
- c) that pursuant to section 36.3 of the Council Procedure By-law, the delegation from Housing Development Corporation BE PERMITTED to speak for 15 minutes with respect to the City of London Housing Service Review: Proposed Action Plan.

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

Absent: (3): M. van Holst, S. Lehman, and S. Turner

**Motion Passed (12 to 0)**

Moved by: A. Kayabaga

Seconded by: E. Peloza

That the following actions be taken with respect to the delegation request from London & Middlesex Community Housing:

- a) the communication dated September 12, 2019, from S. Quigley, London & Middlesex Community Housing, with respect to a request for delegation, BE RECEIVED for information;
- b) the delegation request from London & Middlesex Community Housing, BE APPROVED to be heard at this time; and
- c) that pursuant to section 36.3 of the Council Procedure By-law, the delegation from London & Middlesex Community Housing BE PERMITTED to speak for 15 minutes with respect to the City of London Housing Service Review: Proposed Action Plan.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

Moved by: S. Turner

Seconded by: A. Kayabaga

Motion to adjourn.

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

Absent: (2): M. van Holst, and S. Lehman

**Motion Passed (13 to 0)**

The meeting adjourned at 6:43 PM.



**Housing Development Corporation, London (HDC)  
Board of Directors**

Mayor Holder and Members of City of London Municipal Council  
Sitting as Strategic Priorities and Policy Committee (SPPC) and as Sole Shareholder of HDC  
For the SPPC Special Meeting of September 16, 2019

City Hall, 300 Dufferin Avenue  
PO Box 5035  
London, ON N6A 4L9

Dear Mayor and Members of Municipal Council:

**REGARDING:       HDC RESPONSE TO COUNCIL (AS SOLE SHAREHOLDER) ON THE  
HOUSING SERVICE REVIEW**

---

Civic Administration has provided Municipal Council with a plan and options reflecting bold strategies to build a stronger municipal housing system. ("Housing Service Review - Proposed Action Plan", SPPC, Sept. 16, 2019). The Board and Staff of HDC share in the importance of this outcome.

In late 2016, Municipal Council appointed the members of the HDC Board as stewards to oversee the start-up of HDC, as a new municipal service corporation and as a progressive and focused response to helping create more new and regenerated housing units in London and Middlesex. The start-up activities of HDC were guided by the Council approved business plan that positioned HDC as an external driver and an internal partner to creating more affordable housing. In other words, HDC was established to work with the City and its many service areas and with others in the community and beyond to incubate and deliver new housing solutions as well as the tools and resources needed to make them happen.

To date, the HDC Board and Staff have been able to exceed those actions while also enabling new affordability programs and policies, including those identified in the London Plan, and those recently adopted within Council's new Strategic Plan that still require budget consideration. Since its appointment and staff recruitment, HDC has been able to deliver on its plan to be a specialized body with a focused intent to affordable housing, leveraging new funding, and supporting the creation of more housing for those in need. This includes over 80 units of market housing and 45 units of (height and density) "bonused" housing created through its unique incubation and negotiation practices. HDC also continues to advance in its mandate to activate lands and other resources toward future housing projects.

It is this "future-focus" to housing development that defines the value proposition of HDC. The future of affordable housing will rely on harnessing the combined efforts and resources of municipal services, private developers, non-profit housing providers, new funding tools, community organizations, and support service providers (across other sectors) - all working together.

...2



**Housing Development Corporation, London (HDC)  
Board of Directors**

2.

It is within this context that the HDC Board received the summary findings of the KPMG review. Disputing the KPMG report would only detract from Council's proposed directions, yet it cannot go without some redress. The report reflected measures, risks, and comments related to HDC that were misaligned with the directions, actions, impact, and value of the organization. The HDC Board met with Civic Administration on these concerns to ensure that the tools, processes, and relationships created by HDC were understood and, more importantly, can be retained within any future changes that may occur.

Subject to Council's consideration, the options proposed by Civic Administration remove the current HDC governance structure as a means to building a more responsive municipal housing system. The HDC Board and Staff share in the need for this strong housing system. HDC has participated and led discussions related to these interests and has endeavored to only work together to support these goals.

The HDC Board hopes that Council, Civic Administration, and all Londoners recognize the contributions made and importance of retaining the work of the specialized HDC body, with its highly skilled staff and resources, to further advance their work with the City and with the community. Within whatever directions emerge, the members of the HDC Board remain willing to work with Civic Administration so that the gains made, projects underway, organizational culture established, outcomes achieved, and the value gained by HDC can continue within the emerging system.

Members of the HDC Board and Staff remain available to respond to Civic Administration and Council.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dick Brouwer", with a long horizontal line extending from the end of the signature.

Dick Brouwer, Chair on behalf of the Board of Directors  
Housing Development Corporation, London (HDC)



1) Leadership based on Collaboration

2) LMCH Path Forward

PRESENTATION TO SPPC • September 16, 2019

## CAPACITY

LMCH has roughly 50% of the Staff complement that Ontario Housing had for London & Middlesex pre-devolution in 2000. Our Assets are now 50 years old on average, with funding stagnant and regulations that are restrictive.



LMCH WE CARE



## PROGRESS & PROCESS

Doing more with what we have:

- Operational Plans to substantiate and provide clarity on implementation over next 4 years: Strategic Plan, Regeneration Strategy, Asset Management Plan, Tenant Engagement and Community Development Framework, Financial Plan, Strategic Resource Plan
- LEAN and Continuous Improvement
- Insite Optimization
- Key Performance Indicators
- Pilot on Pest Control
- Zero-based budgeting
- Document Management System: improving paper processes
- Enterprise Risk Management
- Project Management System
- Service Standards and Metrics
- Eviction Prevention and Housing Stabilization Strategy
- Social Procurement Policy



## PATH FORWARD

To provide the best social housing we can within financial and operational constraints

We provide homes for nearly 5000 people in London and Middlesex.

*In our 2020-2023 Multi Year Budget Request, we articulate a need for an average year over year increase of 17% on operating, and an investment of 8 times the current annual capital allotment:*

**4 year Capital Request: \$ 71.4M**

Begins to meaningfully address critical capital requirements

**4 Year Operating Request: \$69.6 M**

Brings LMCH operating budget more closely in line with average revenue for Local Housing Providers across the province.

LMCH WE CARE







## PATH FORWARD

### Leadership in Housing

- 350 New Units through City of London Strategic Plan
- Regeneration strategy ready to action
- Renew and Repair CMHC funding
- Aligning and inviting other service providers into our buildings to ensure supports
- Focusing resources on the tenant experience and housing stock



## VACANCY

### TURN AROUND GOAL of 60 days average

- Accounts for variety of levels of repair to create the average
- Recognizes legislative constraints in filling units from wait list



LMCH will achieve 2% vacancy by end of 2019, filling over 400 units.

LMCH WE CARE



Housing matters  
People matter *more*

LMCH WE CARE



## CAPITAL SPENDING

- 10.7M in capital to be spent in 2019
- 5.7M of this is Provincial dollars
- Capital reserves are held by the city and the way money flows creates a 4-6 month delay in committed, spent and actual reserves remaining
- There are clearly defined rules for Capital v. Operational expenditures
- The 2.2M annual capital allocation has not grown in over a decade while the buildings have continued to age
- The Asset Management Plan outlines critical expenditures over the next four years to address aging building infrastructure

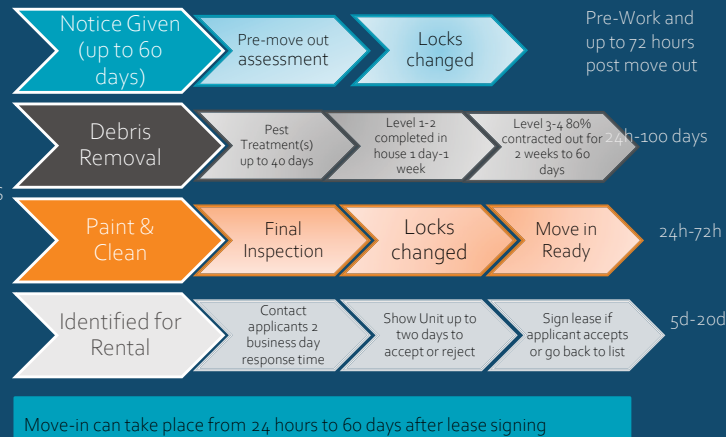


# VACANCY

WE CAN address vacancy, however, we must be realistic

- PESTS
- DEBRIS
- LEVEL OF REPAIR
- UNIT REPAIR STANDARDS
- TENANT ONBOARDING UNDER RGI AND WAITLIST CRITERIA

all play a role in # of days to turn a unit around.



LMCH WE CARE



# PATH FORWARD

A noticeable step towards sustainable community housing.

What does this kind of INVESTMENT buy?

4 year Capital Request:

\$71.4M

- LIFE SAFETY SYSTEM PROJECTS
- BUILDING SYSTEM REPLACEMENTS
- UNIT HOUSING STANDARDS
- RE-CAPITALIZATION OF ASSETS
- EXTENDED SERVICE OF CURRENT HOUSING STOCK

4 Year Operating Request:

\$69.6 M

- SAFETY AND SECURITY OF SITES & TENANTS
- 300% INCREASE IN ON SITE SERVICE & SUPPORT
- SERVICE STANDARDS AND METRIC REPORTING TO DELIVER
- CAPACITY TO DELIVER CAPITAL PROJECTS & REGENERATION

LMCH WE CARE



# PATH FORWARD

A noticeable step towards sustainable community housing.

4 Year Operating Request: \$69.6 M

Brings LMCH operating budget more closely in line with average revenue for Local Housing Providers across the province.

LMCH Current Operating	22.2 M
LMCH MYB Operating	29.5 M
Other Provincial LHC	31.9 M
AMR – London CMA	35.9 M

LMCH WE CARE



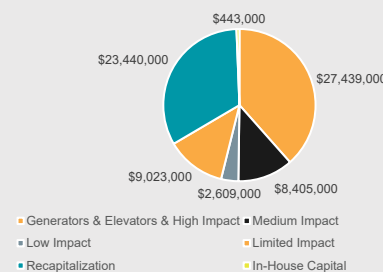
# PATH FORWARD

A noticeable step towards sustainable community housing.

4 Year Capital Request:

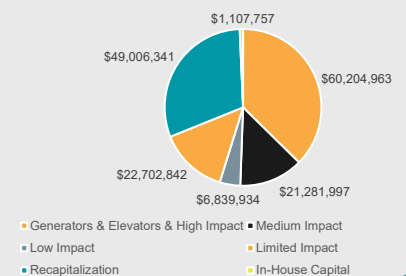
\$71.4M

Four Year Capital Investment Breakdown



LMCH WE CARE

10 Year Capital Investment Breakdown



# PATH FORWARD

## Connecting to LMHC strategic objectives

Appendix G: KPI Framework



"We provide and maintain homes in a safe and supportive environment to meet the needs of the people we service in our communities"

	Organization	Finance	Tenant Services	Community Development	Property Services	Regeneration & Capital
<b>Strategic Objective</b> ➡	Creating a Healthy & Effective Organization	Establish long-term financial growth and stability	Engage, Support and Empower Tenants	Safe & healthy communities	Improve, Renewal and Maintain the homes we offer	Revitalizing how we manage our properties
<b>Outcome</b> ➡	Sustainable housing portfolio	Realizing financial and physical infrastructure sustainability	Responding to tenant needs (better service to tenants)	Creating healthier communities (safer communities)	Improving and maintaining buildings (returning the housing stock to good repair); Buildings are clean and well maintained	quality homes Tenants living in clean and well-maintained buildings
<b>Metrics</b> ➡	<ul style="list-style-type: none"> <li>Sick time</li> <li>Vacation time</li> <li>Incidents</li> <li>Grievances</li> <li>CARE</li> <li>Conversations % completed</li> <li>Staff turnover;</li> <li>New Hires</li> </ul>	<ul style="list-style-type: none"> <li>Manageable Costs</li> <li>Rent Arrears; Rent Arrears %; Rent Arrears per unit</li> <li>Surplus(Deficit)</li> <li>Average Days Monthly Closed</li> </ul>	<ul style="list-style-type: none"> <li>Complaints</li> <li>Referrals Calls Answered; Calls Dropped</li> <li>Housed</li> <li>Walk-ins</li> <li>Managed Arrears</li> <li>Move-outs</li> <li>Evictions</li> <li>Average Time to Lease</li> </ul>	<ul style="list-style-type: none"> <li>Average length of tenancy (% by number of years)</li> <li>Community partners meetings</li> <li>Tenant Group Meetings</li> <li>Tenant Run Activities</li> </ul>	<ul style="list-style-type: none"> <li>Work orders</li> <li>Average WO Response Time</li> <li>Vacancy Rate</li> <li>Vacancy Loss</li> <li>Average Unit Turnover Time</li> <li>Building Audit</li> <li>Average Days Vacant</li> <li>Inactive Units</li> </ul>	<ul style="list-style-type: none"> <li>FCI – NT (% of Building in Range)</li> <li>% Capital Spent vs Approved</li> <li>% of projects started - BL</li> <li>% of projects completed</li> <li># Total of projects<sup>1</sup></li> </ul>





Bill No. 341  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to confirm the proceedings of the  
Council Meeting held on the 17<sup>th</sup> day of  
September, 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 September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Bill No. 342  
2019

By-law No. A-7613(\_\_\_\_)-\_\_\_\_\_

A by-law to amend By-law No. A-7613-327 being “A by-law to approve The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, and to authorize the Mayor and City Clerk to execute this Agreement”, by deleting any reference to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act, 2001* states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality’s jurisdiction;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area ‘City of London and County of Middlesex’;

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend By-law No. A.-7613-327 by deleting any reference to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

1. That Section 2 of By-law No. A-7613-327 is hereby amended by deleting Section 2 in its entirety and by replacing it with the following new Section 2:

“The Managing Director of Housing, Social Services and Dearness Home, or designate, is delegated authority to undertake all the administrative acts that are necessary in connection with the Data Provision Agreement approved under section 1) above on the condition that no additional funding is required, or if funding is required it is provided for in the City’s current budget, and that there is no increase in indebtedness or contingent liabilities of The Corporation of the City of London.”

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

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – September 17, 2019  
Second reading – September 17, 2019  
Third reading – September 17, 2019

Bill No. 343  
2019

By-law No. A-7706(\_\_)-\_\_\_\_\_

A by-law to amend By-law No. A-7706-107 being “A by-law to approve the London Homeless Management Information System Hosting Agreement between The Corporation of the City of London and Homeless Serving Organization” and to authorize the Managing Director, Neighbourhood , Children and Fire Services to execute this Agreement” by deleting all references to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that the City has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS under the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sched. 1, the City of London is designated as the service manager for the service area ‘City of London and County of Middlesex’;

AND WHEREAS section 6 of the *Housing Services Act, 2011* requires the service manager to have a plan to address housing and homelessness;

AND WHEREAS under the *Housing Services Act, 2011*, the service manager has prepared a *Homeless Prevention and Housing 2010-2024 Plan*;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to amend By-law No. A.-7706-107, by deleting all references to the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home” to reflect a change in the Service Area responsibility for Homeless Prevention Initiatives.

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

1. That Section 2 of By-law No. A.-7706-107 is hereby amended by deleting the title “Managing Director, Neighbourhood, Children and Fire Services” and by replacing it with the title “Managing Director, Housing, Social Services and Dearness Home”.

2. That Section 3 of By-law No. A-7706-107 is hereby amended by deleting Section 3 in its entirety and by replacing it with the following new Section 3:

“The Managing Director, Housing, Social Services and Dearness Home is delegated authority to authorize and approve Additional Parties to enter into the Hosting Agreement and is delegated authority to execute the Agreement for New Parties in the form as attached to the Hosting Agreement.”

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – September 17, 2019  
Second reading - September 17, 2019  
Third reading – September 17, 2019

Bill No. 344  
2019

By-law No. A-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London for the provision of funding for an independent third party review of the delivery of housing services and to authorize the Mayor and City Clerk to execute same.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS it is deemed expedient for The Corporation of the City of London to enter into the Ontario Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing for the provision of funding for an independent third party review of the delivery of housing services;

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

1. The Ontario Transfer Payment Agreement ("Agreement") between Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the City of London, substantially in the form attached hereto as Schedule "1" to this by-law, is hereby authorized and approved.
2. The Mayor and City Clerk are authorized to execute the Agreement approved under section 1 of this by-law.

This by-law shall come into force and effect on the day it is passed.

Passed in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

## **SCHEDULE 1**

### **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

#### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

**(the "Province")**

**- and -**

**The Corporation of the City of London**

**(the "Recipient")**

#### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

##### **1.1 The agreement, together with:**

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports, and  
any amending agreement entered into as provided for in section 4.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and



- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by Minister of Municipal  
Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the City of London**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

---

**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions set out in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A13.1.

**"Expiry Date"** means the expiry date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

### **A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

### **A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

### A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (e) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A12.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

### **A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

### **A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

### **A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

### **A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized



representative, or any independent auditor identified by the Province, as the case may be.

- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:
- (a) acknowledge the support of the Province for the Project; and
  - (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.
- A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

- A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

- A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under,



or otherwise in connection with, the Agreement;

- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

**A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the

Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (d) the Recipient ceases to operate.

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A15.0 FUNDS UPON EXPIRY**

**A15.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A16.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

- A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".
- A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A17.0 NOTICE**

- A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule "B", or as either Party later designates to the other by Notice.
- A17.2 **Notice Given.** Notice will be deemed to have been given:
- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
  - (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.
- A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:
- (a) Notice by postage-prepaid mail will not be deemed to be given; and
  - (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

#### **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

- A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A19.0 SEVERABILITY OF PROVISIONS**

- A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.
- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:
- (a) be valid only if the Party granting the waiver provides it in writing; and
  - (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A23.0 GOVERNING LAW**

- A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

- A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.



## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A28.0 SURVIVAL**

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(e), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

<b>Maximum Funds</b>	\$60,540.00
<b>Expiry Date</b>	January 31, 2020
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Helen Collins  <b>Position:</b> Manager, Municipal Programs and Outreach Unit  <b>Address:</b> 777 Bay Street, Toronto, Ontario M5G 2E5, 16th Floor  <b>Fax:</b> 416-585-7292  <b>Email:</b> helen.collins@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b>  <b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Name:</b>  <b>Position:</b>  <b>Address:</b>  <b>Fax:</b>  <b>Email:</b>

**Additional Provisions:**

**B1 Section 4.3 of Schedule "A" is amended by adding the following sections:**

- (e) use the Funds only for the purpose of reimbursement for the actual



amount paid to the independent third-party reviewer in accordance with the Project; and,

- (f) Not use the Funds for the purpose of paying the salaries of the Recipient's employees.

## SCHEDULE "C" PROJECT

<b>Objectives</b>
The objective of this Project is to review the delivery of housing services by evaluating the current service delivery model, including the relationships, roles and functions of the Recipient and two housing corporations to ensure the Recipient is maximizing its investment in housing.
<b>Description</b>
<p>The Recipient will retain a third-party independent reviewer to conduct an in-depth service review of housing services delivery. The review of housing services delivery will be completed in four phases:</p> <ul style="list-style-type: none"> <li>• Phase 1 – more detailed analysis of the current state assessment of service delivery</li> <li>• Phase 2 – identification and evaluation of potential alternative assignments of responsibilities for housing services based on the results of the current state assessment of service delivery</li> <li>• Phase 3 – high-level implementation planning</li> <li>• Phase 4 – delivery of an Independent Third-Party Reviewer's Report containing review findings and actionable recommendations for cost-savings.</li> </ul> <p><u>Independent Third-Party Reviewer's Report</u></p> <p>The Recipient will retain the independent third-party reviewer to compile the findings and recommendations in the Independent Third-Party Reviewer's Report. The Recipient will submit the report to the Province and publish the report on the Recipient's publicly accessible website by November 30, 2019.</p> <p>The report will summarize the reviewer's findings and identify specific, actionable recommendations based on the analysis and findings that aim to identify cost savings and improved efficiencies.</p>
<b>Background</b>
Currently, the Recipient's housing services are delivered by the Recipient, London Middlesex Community Housing Corporation ("LMCH") and Housing Development Corporation, London ("HDC"). This Project involves a review of the delivery of housing services between the three parties to help ensure the effective and efficient delivery of housing services in order to meet identified housing requirements of the community.

**SCHEDULE “D”  
BUDGET**

Item	Amount
Reimbursement for payments to independent third-party reviewer	Up to \$60,540

**SCHEDULE “E”  
PAYMENT PLAN**

Milestone	Scheduled Payment
<ul style="list-style-type: none"><li>• Submission of Independent Third-Party Reviewer’s Report to the Province</li><li>• Publishing of Independent Third-Party Reviewer’s Report</li><li>• Submission of Final Report to the Province</li></ul>	Up to \$60,540 no more than thirty (30) days after the Province’s approval of the Final Report

**SCHEDULE “F”  
REPORTS**

Name of Report	Reporting Due Date
1. Final Report	December 13, 2019

**Report Details**

**1. Final Report**

The Recipient will submit a Final Report to the Province by December 13, 2019.

The Final Report will set out the Recipient’s actual expenditures for the independent third-party reviewer for the project. Supporting documentation, such as invoices or receipts, showing actual costs incurred will be included as part of the Final Report.

The Final Report will include a statement indicating the percentage of the service delivery expenditures reviewed under the project which were identified as potential cost savings in the Independent Third-Party Reviewer’s Report, which will be the performance measure for the Project.

The Recipient will use the reporting template provided by the Province prior to the reporting deadline in order to submit the Final Report to the Province.

Bill No. 345

By-law No. A.-\_\_\_\_\_-\_\_\_\_

A By-law to approve a limiting distance agreement between the Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk, and to delegate authority to the Managing Director, Parks and Recreation to execute the agreement on behalf of the City of London as the adjacent property owner.

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* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a limiting distance agreement with 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk (the "Agreement");

AND WHEREAS it is appropriate to delegate authority to the Managing Director, Parks and Recreation to execute the agreement on behalf of the City of London as the adjacent property owner;

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

1. The Agreement substantially in the form attached as Schedule "A" to this by-law and to the satisfaction of the City Solicitor, being limiting distance agreement between the Corporation of the City of London and 947563 Ontario Limited o/a Bridlewood Homes for the property at 1648 Warbler Woods Walk, is hereby APPROVED.
2. The Managing Director, Parks and Recreation is hereby authorized to execute the Agreement approved under section 1 of this by-law on behalf of the City of London as the adjacent property owner.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First reading – September 17, 2019  
Second reading – September 17, 2019  
Third reading – September 17, 2019

## **SCHEDULE “A”**

**THIS AGREEMENT** made in duplicate this \_\_\_\_ day of September, 2019.

**BETWEEN:**

**947563 Ontario Limited o/a Bridlewood Homes**  
(hereinafter called the “OWNER”)

of the FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called the “CITY”)

of the SECOND PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(hereinafter called “ADJACENT OWNER”)

of the THIRD PART

**WHEREAS** the Owner is the registered owner of the lands described in Schedule “A” (the “Owners’ Lands”);

**AND WHEREAS** Adjacent Owner is the registered owner of lands described in Schedule “B” (the “Adjacent Lands”);

**AND WHEREAS** the Owner’s Lands abut and are immediately to the North of the Adjacent Lands;

**AND WHEREAS** the Owner has applied to the City for permission to be exempted from certain provisions of the Ontario Building Code pertaining to unprotected openings and fire rating in the wall of a Single Detached Dwelling constructed on the Owner’s Lands;

**AND WHEREAS** the south face of the single detached dwelling will abut the Adjacent Lands;

**AND WHEREAS** the City wishes to ensure that no building or structure will be erected on the Adjacent Lands within 6.0 metres of the south face of the Single Detached Dwelling on the Owner’s Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of \$2.00 and other good and valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the City, the Owner and Adjacent Owner hereby covenant and agree as follows:

1. The Adjacent Owner irrevocably agrees with the Owner not to construct any building or structure within 6.0 metres of the South face of the Single Detached Dwelling on the Owner’s Land; failing which, the Adjacent Owner shall be fully liable for all costs of the work to be performed pursuant to the requirements of the Ontario Building Code.
2. The Adjacent Owner acknowledges and agrees that the 6.0 metre line as established by this agreement shall be the “limiting distance” for the purposes of

the determining unprotected openings or fire rating on the wall as required by the Ontario Building Code, of the North face of any building subsequently erect on the Adjacent Lands.

- 3. For the purposes of this agreement “limiting distance” shall mean a line 6.0 metres from the South wall of the house on the Owner’s Lands.
- 4. This restriction shall run with the Owner’s Lands and the Adjacent Lands and shall bind all Parties hereto, their successors and assigns.
- 5. The Owner covenants and agrees with the City, that the Owner will forthwith bring the South wall of the Single Detached Dwelling into compliance, as is prescribed by the Ontario Building Code then in effect, coincidental with the construction of any building or structure upon the Adjacent Lands, which is within 6.0 metres of the South face of the Single Detached Dwelling on the Owner’s Lands.
- 6. Further, the Owner covenants and agrees with the City, that the City may at any time Utilize its land to the south of 1648 Warbler Woods Walk as parkland, which may include the installation of standard park amenities and/or tree planting.
- 7. The Owner, successors and heirs of the subject property at 1648 Warbler Woods Walk agree(s) to restore to the City’s satisfaction any disturbance of the parkland immediately adjacent to the south.
- 8. Removal of this agreement from the title of either property shall require the written agreement of all parties (or their heirs or assigns) to this agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto duly executed this agreement.

<b>SIGNED, AND DELIVERED</b>	<b><u>947563 Ontario Limited o/a Bridlewood Homes</u></b>
in the presence of:	(Owner)
)	per: Carmine Gargarella
)	
)	_____
)	Authorized Officer
)	
)	
)	
)	<b>THE CORPORATION OF THE CITY OF LONDON</b>
)	(City)
)	per: George Kotsifas, P.Eng.
)	
)	_____
)	Authorized Officer
)	
)	
)	<b>THE CORPORATION OF THE CITY OF LONDON</b>
)	(Adjacent Owner)
)	per: Scott Stafford-Managing Director,
)	Parks & Recreation
)	
)	_____
)	Authorized Officer



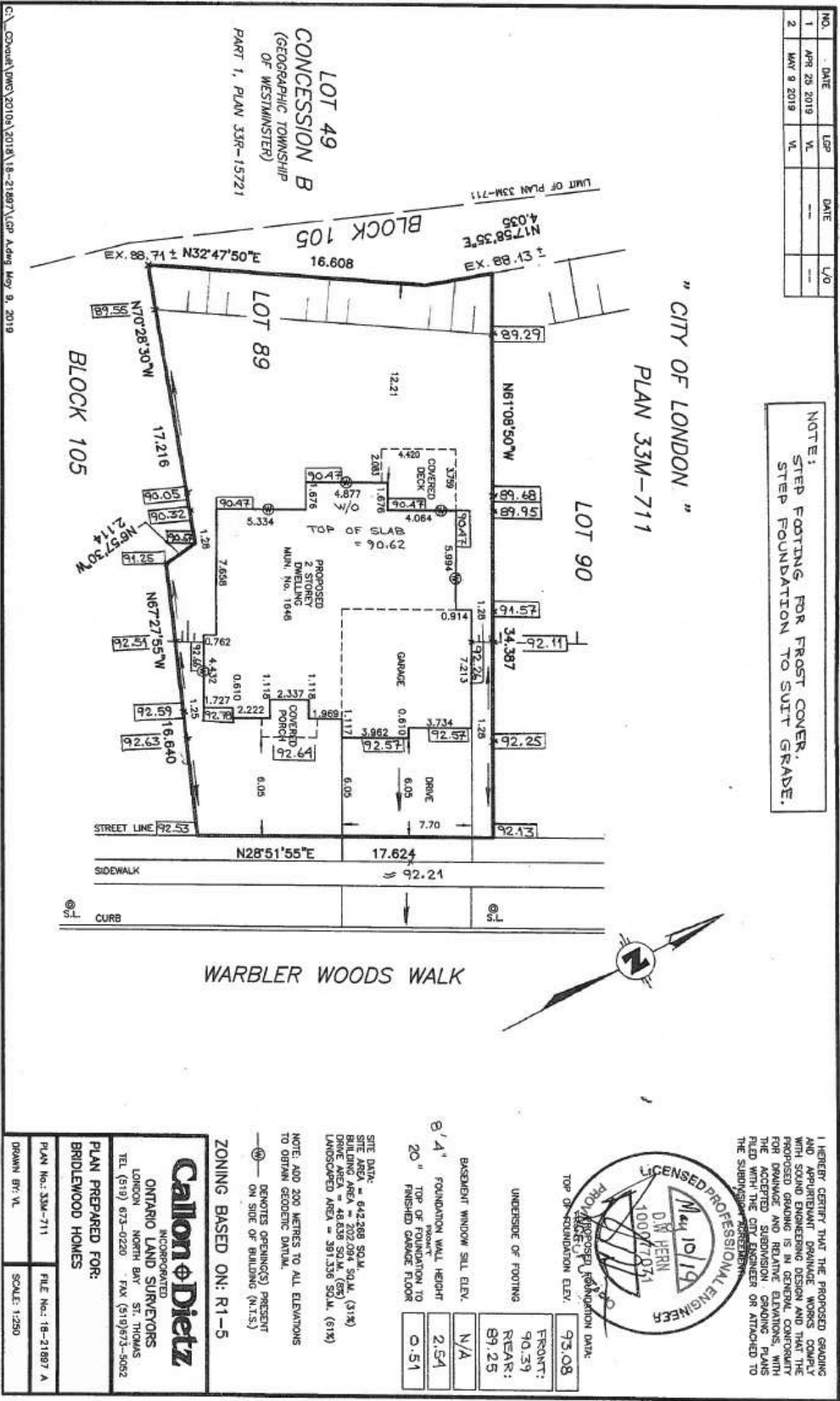
**SCHEDULE ‘A’**

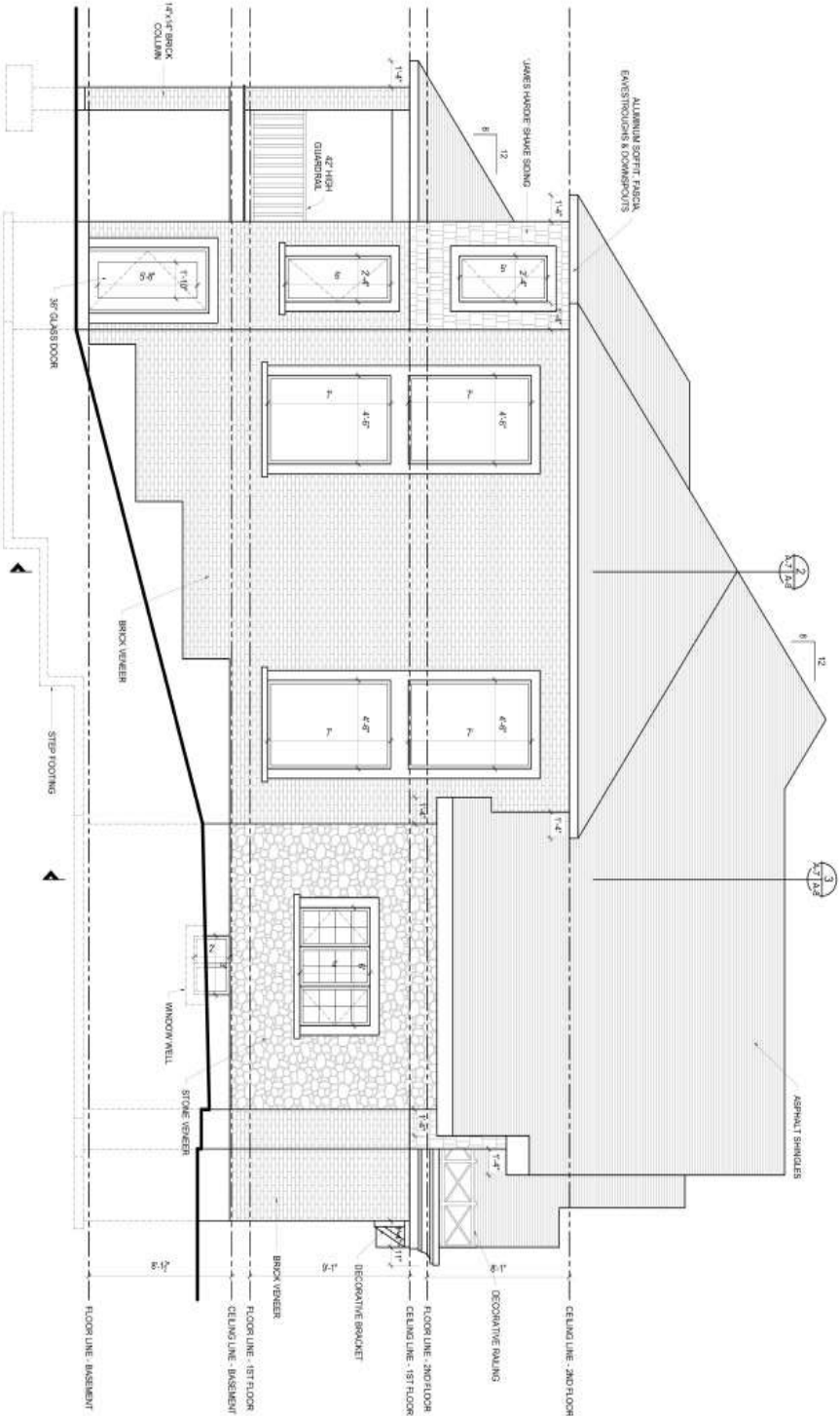
PLAN 33M711 LOT 89 (Municipal Address 1648 Warbler Woods Walk)

## **SCHEDULE 'B'**

PLAN 33M711 BLK 105 RP  
33R19765 PARTS 1 AND 2

APPENDIX 'A'





LEFT ELEVATION

SCALE: 1/8"=1'-0"

LIMITING DISTANCE CALCULATIONS		
TOTAL AREA OF EXPOSING BUILDING FACE (SQ. FT. / SQ.M.)	1165.7 / 107.4	
AREA OF GLAZED OPENINGS (SQ. FT. / SQ.M.)	100.1 / 9.3	
PERCENTAGE AREA OF GLAZED OPENINGS	8.6%	

Table 9.10.15.4.  
Maximum Area of Glazed Openings in Exterior Walls of Houses  
Forming Part of Sentences 9.10.15.4.(1) and (2)

Item	Column 1 Maximum Total Area of Glazed Building Face, m <sup>2</sup>	Maximum Aggregate Area of Glazed Openings, % of Exposing Building Face Area													
		Limiting Distance, m													
		Less than 1.2	1.2	1.5	2	2.5	3	4	6	8	10	11	12	13	14
1.	10	0	8	12	21	33	55	96	100	—	—	—	—	—	—
2.	15	0	8	10	17	26	37	67	100	—	—	—	—	—	—
3.	20	0	8	10	15	21	30	53	100	—	—	—	—	—	—
4.	25	0	8	9	13	19	26	45	100	—	—	—	—	—	—
5.	30	0	7	9	12	17	23	39	88	100	—	—	—	—	—
6.	40	0	7	8	11	16	20	32	69	100	—	—	—	—	—
7.	50	0	7	8	10	14	18	28	57	100	—	—	—	—	—
8.	100	0	7	8	9	11	13	18	34	56	84	100	—	—	—
9.	Over 100	0	7	7	8	9	10	12	19	28	40	55	82	100	—

Bill No. 346  
2019

By-law No. C.P.-1512( )-\_\_\_\_

A by-law to amend The London Plan for the  
City of London, 2016 relating to 220 and 244  
Adelaide Street South.

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. The 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 September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

**Amendment No. #**  
**to**  
**The London Plan for the City of London**

**A. Purpose of this Amendment**

The purpose of this Amendment is to change the Place Type of certain lands described herein from Light Industrial Place Type to Commercial Industrial Place Type on Schedule “A”, Map 1 – Place Type, to The London Plan for the City of London.

**B. Location of this Amendment**

This Amendment applies to lands located at 220 and 244 Adelaide Street South in the City of London.

**C. Basis of the Amendment**

The amendment is consistent with the policies of the Provincial Policy Statement, 2014 and in conformity with the in-force policies of The London Plan.

**D. The Amendment**

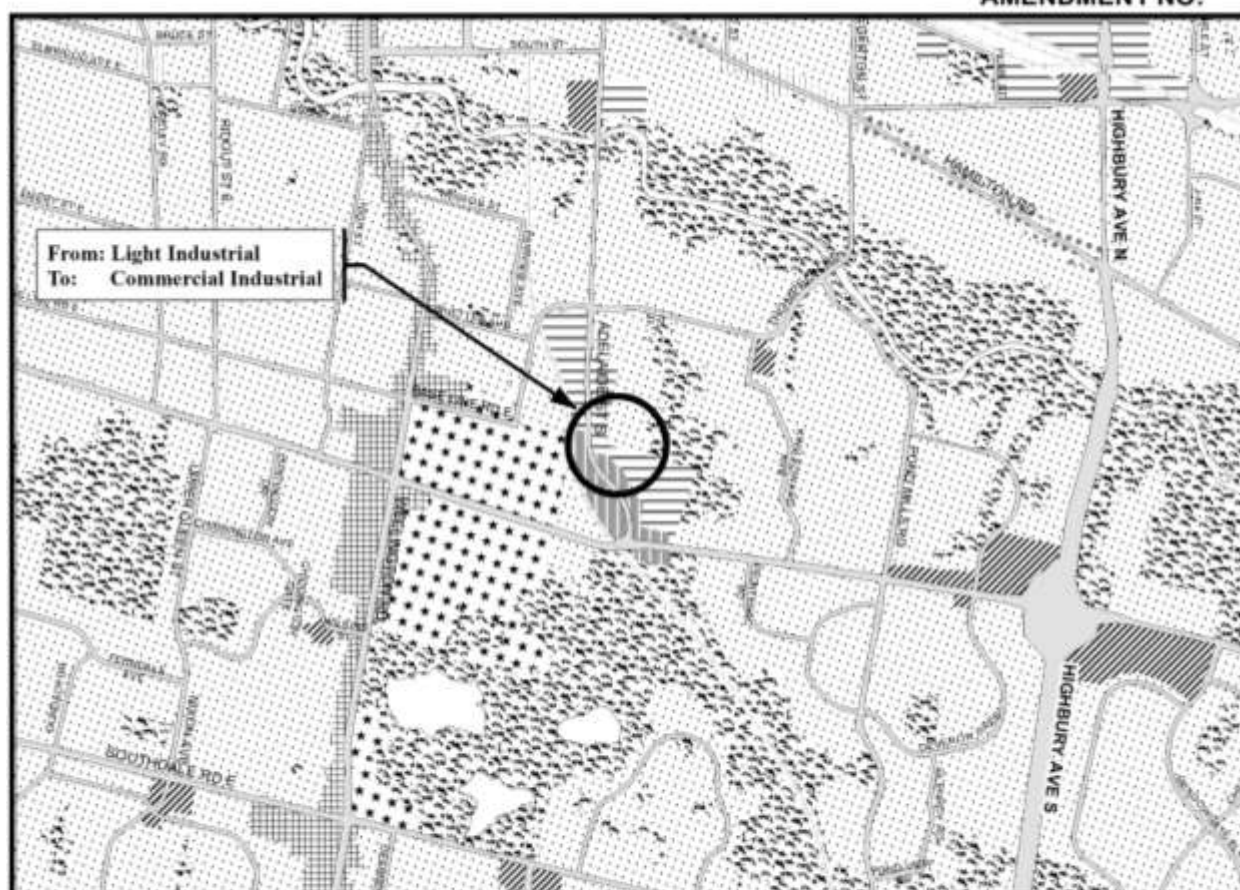
The London Plan for the City of London is hereby amended as follows:

*The London Plan* is hereby amended as follows:



















Map 1 – Place Types, to The London Plan for the City of London Planning Area, 2016 is amended by changing the Place Type of those lands located at 220 and 244 Adelaide Street South in the City of London, as indicated on Schedule “1” attached hereto from Light Industrial Place Type to Commercial Industrial Place Type

**Schedule 1”**

**AMENDMENT NO:**



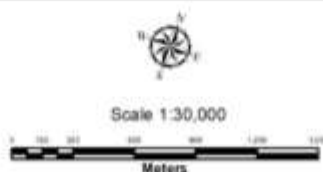
### Legend

- |   |                        |   |                          |   |   |
|---|------------------------|---|--------------------------|---|---|
|  | Downtown               |  | Future Community Growth  |  | Environmental Review                    |
|  | Transit Village        |  | Heavy Industrial         |  | Farmland                                |
|  | Shopping Area          |  | Light Industrial         |  | Rural Neighbourhood                     |
|  | Rapid Transit Corridor |  | Future Industrial Growth |  | Waste Management Resource Recovery Area |
|  | Urban Corridor         |  | Commercial Industrial    |  | Urban Growth Boundary                   |
|  | Main Street            |  | Institutional            |   |   |
|  | Neighbourhood          |  | Green Space              |   |   |

*At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

**SCHEDULE #**  
**TO**  
**THE LONDON PLAN**  
**AMENDMENT NO.**

PREPARED BY: Development Services



FILE NUMBER: C-9066

PLANNER: CL

TECHNICIAN: DM

DATE: 08/06/2019

### Location Map







Bill No. 347  
2019

By-law No. C.P.-1284( )- \_\_\_\_

A by-law to amend the Official Plan for the City  
of London, 1989 relating to 3493 Colonel  
Talbot Road.

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

1. Amendment No. # to the Official Plan for the City of London Planning Area  
– 1989, as contained in the text attached hereto and forming part of this by-law, is  
adopted.
2. This by-law 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 September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

**Amendment No. #**  
**to the**  
**Official Plan for the City of London**

**A. Purpose of this Amendment**

The purpose of this Amendment is to add a new policy in Section 3.6.5 vi) of the Official Plan for the City of London to add a portion of 3493 Colonel Talbot Road to list of locations that permit convenience commercial and service station uses.

**B. Location of this Amendment**

This Amendment applies to the northeast portion of 3493 Colonel Talbot Road in the City of London.

**C. Basis of the Amendment**

The recommended amendment will add a portion of 3493 Colonel Talbot Road to the list of locations that permit convenience commercial and service station uses to allow for a new gas bar and convenience service uses.

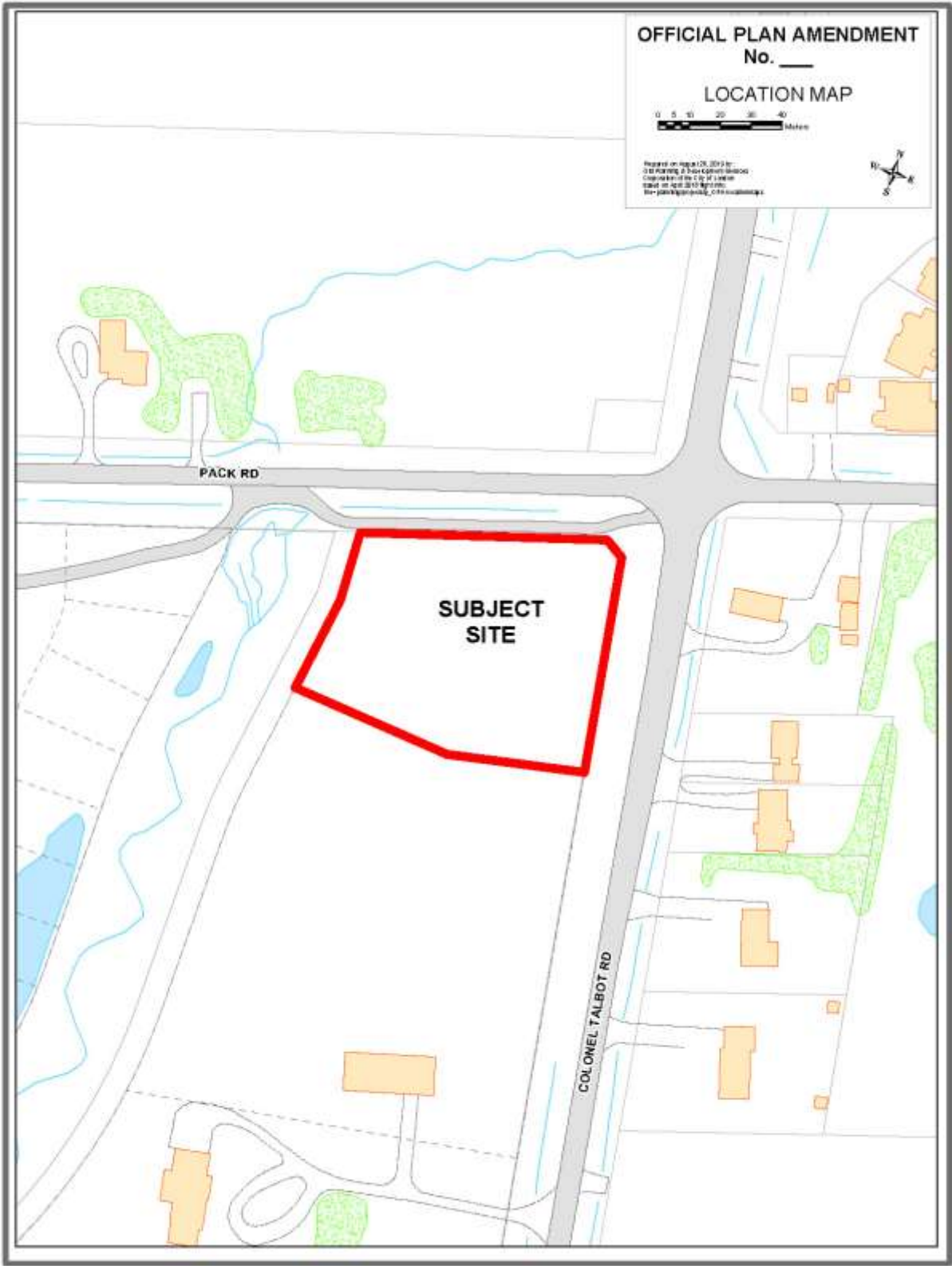
**D. The Amendment**

The Official Plan for the City of London is hereby amended as follows:

Section 3.6.5.vi) "Locations of Convenience Commercial and Service Stations" is amended by adding the following:

( ) 3493 Colonel Talbot Road: southwest corner of Colonel Talbot Road and Pack Road intersection – convenience commercial and service station uses

Location Map



Bill No. 348  
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 Pond Mills Road, east of Ailsa Place)

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 Pond Mills Road, east of Ailsa Place, namely:

“Part of Lots 23, 34, 29 and 30 on Registered Plan 380(C) in the City of London, as described in Instrument No’s. WU34285, WU34284, WU34276 and WU34297 respectively.”

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

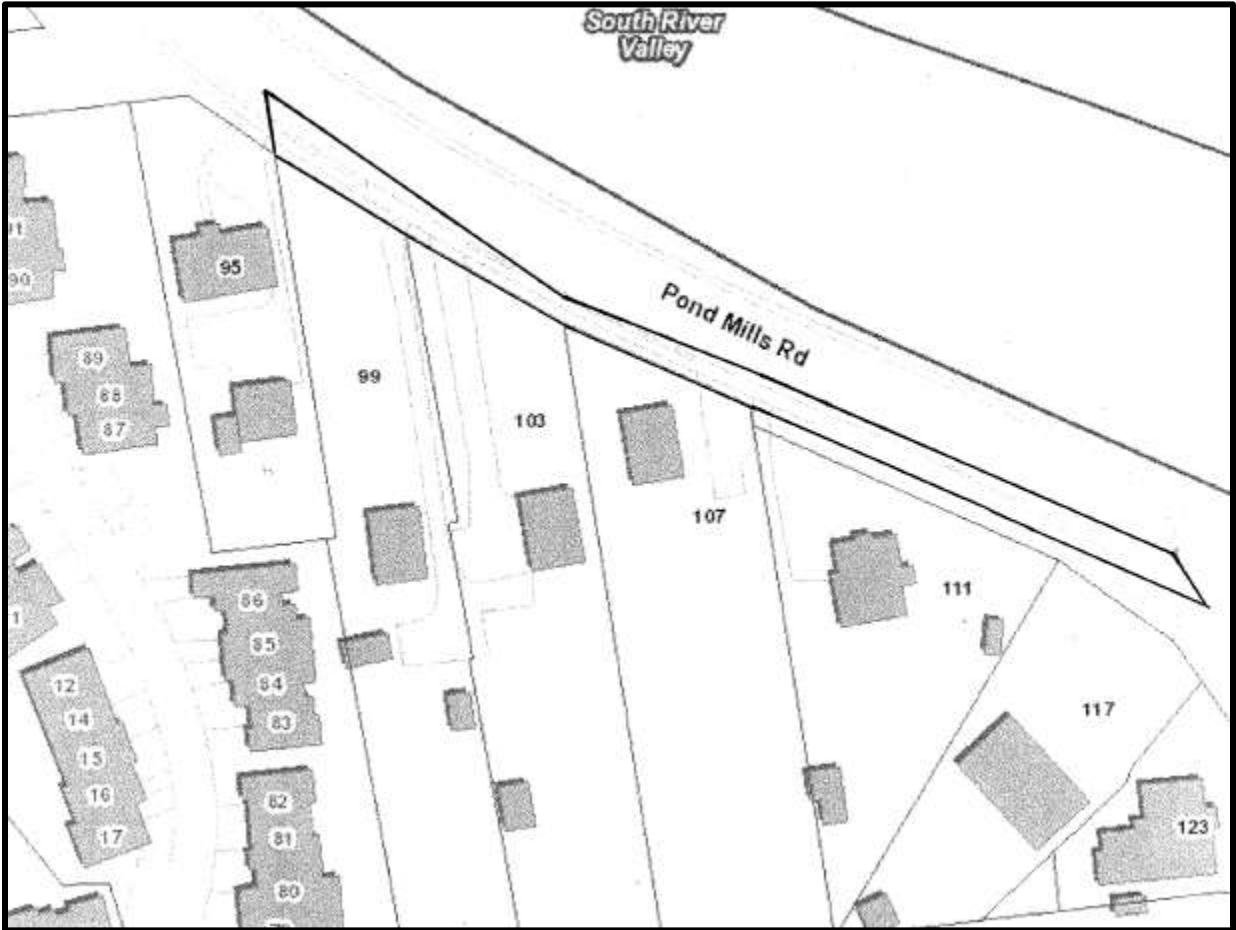
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - September 17, 2019  
Second Reading - September 17, 2019  
Third Reading - September 17, 2019

Location Map



 Subject Lands

Bill No. 349  
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 Southdale Road East west of Homeview Road) (as widening to Homeview Court and Homeview 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 Southdale Road East west of Homeview Road and as widening to Homeview Court and Homeview Road, namely:

“Part of Lot 30 in Concession 1, in the geographic Township of Westminster, now in the City of London and County of Middlesex designated as Part 1 on Reference Plan 33R-20307,”

And

“Part of Lot 30 in Concession 1, in the geographic Township of Westminster, now in the City of London and County of Middlesex designated as Part 2 on Reference Plan 33R-20307.”

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

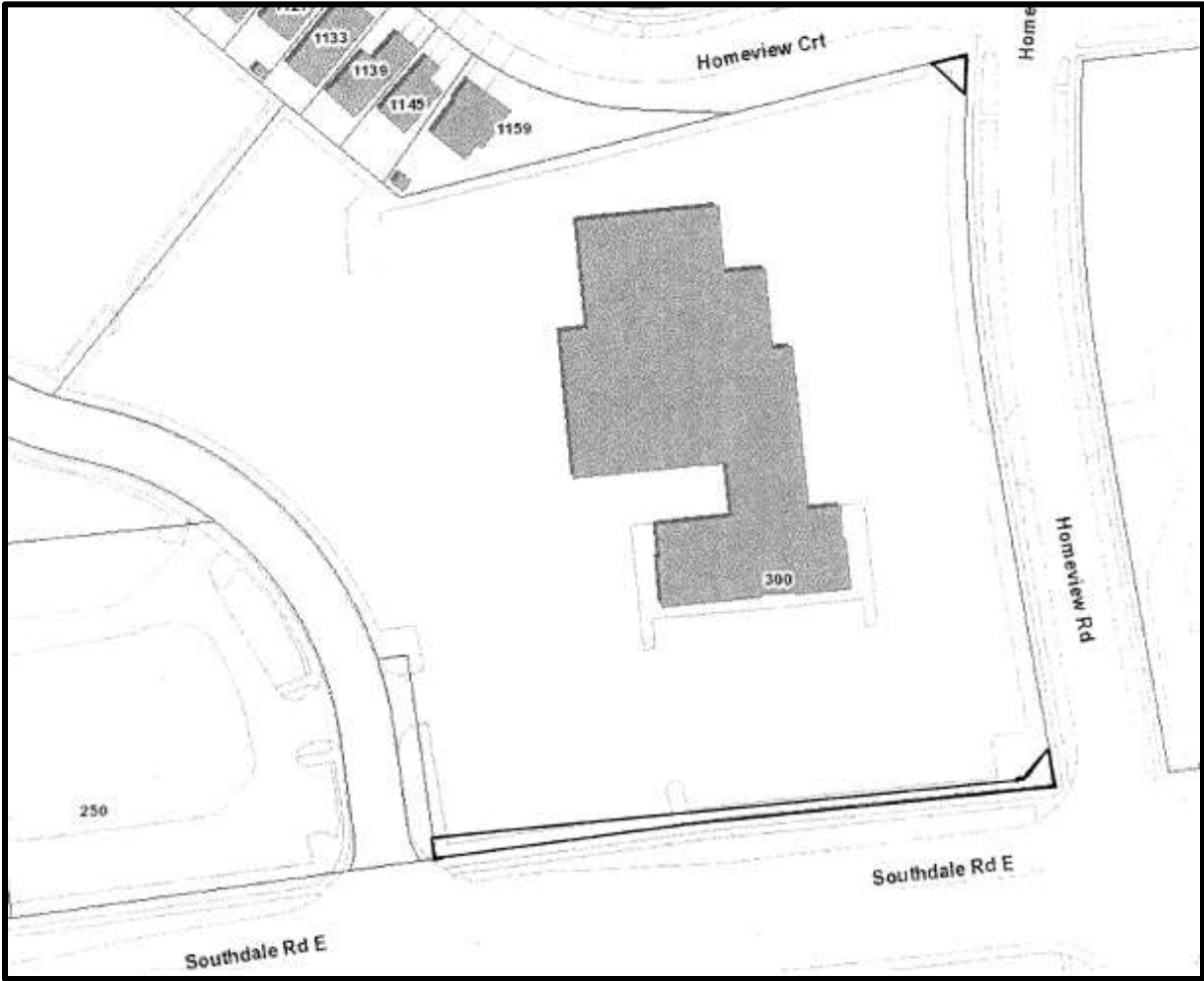
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading - September 17, 2019  
Second Reading - September 17, 2019  
Third Reading - September 17, 2019

Location Map



 Subject Lands



Bill No. 350  
2019

By-law No. W.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to authorize a new sportspark (Capital Project PD218118).

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

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

1. The “new sportspark (Capital Project PD218118)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$1,101,200.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Bill No. 351  
2019

By-law No. W.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to authorize New Field Houses  
(Capital Project PD223016).

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

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

1. The “New Field Houses (Capital Project PD223016)” is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$195,000.00.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Bill No. 352  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove a holding provision from the zoning for lands located at 447 Old Wonderland Road.

WHEREAS Nest on Wonderland has applied to remove the holding provision from the zoning on the lands located at 447 Old Wonderland Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 447 Old Wonderland Road, as shown on the attached map, to remove the h-5 holding provision so that the zoning of the lands as a Residential R8 Special Provision/Restricted Office Special Provision (R8-4(45))/RO2(33)) Zone comes into effect.
2. This by-law shall come into force and effect on the date of passage.

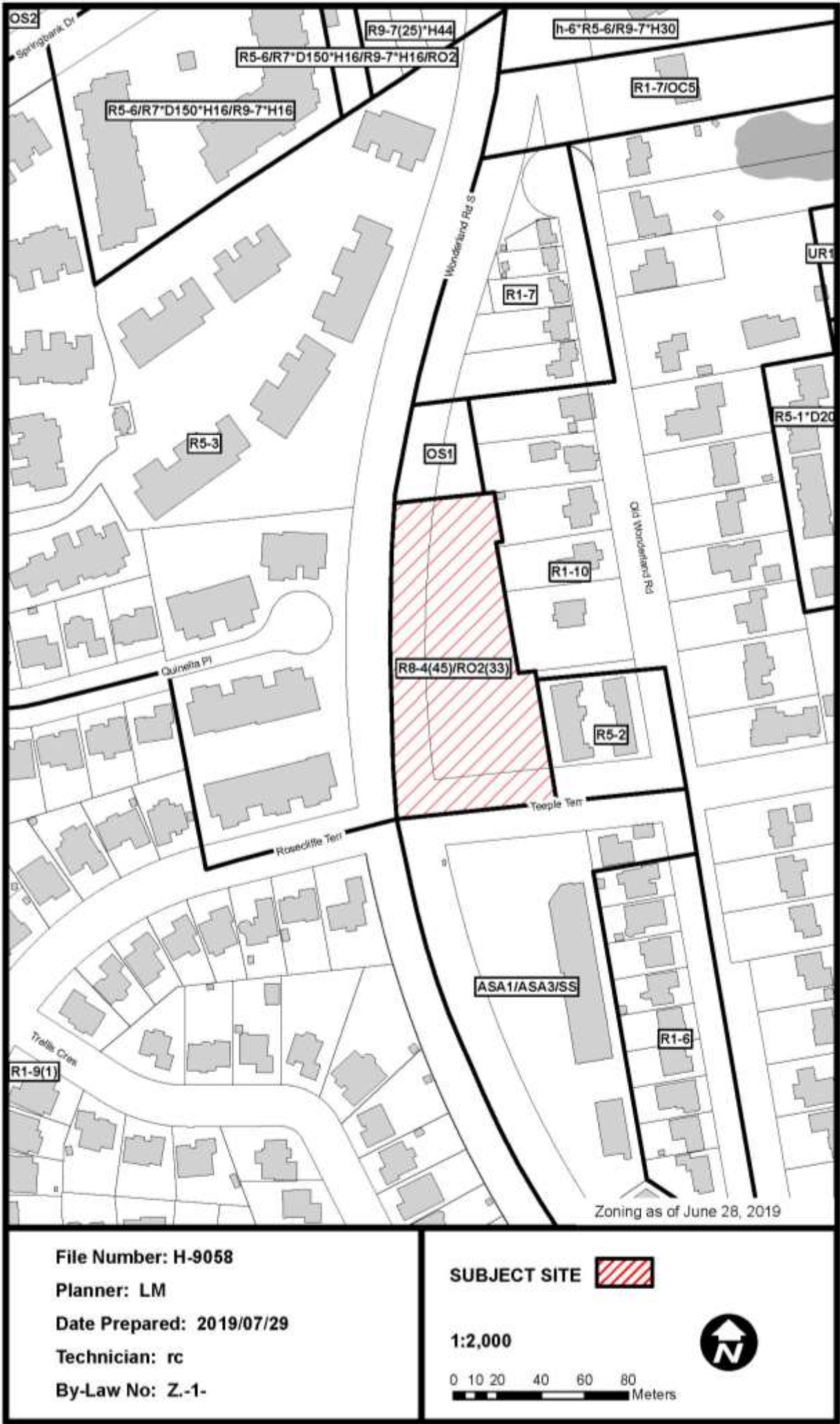
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



Bill No. 353  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 180 Villagewalk Boulevard.

WHEREAS 180 Village Walk Inc. has applied to remove the holding provision from the zoning for the lands located at 180 Villagewalk Boulevard, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 180 Villagewalk Boulevard, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Residential R6 Special Provision/Residential R7 Special Provision/Office Special Provision (R5-5(24)/R7(11)/OF(1)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

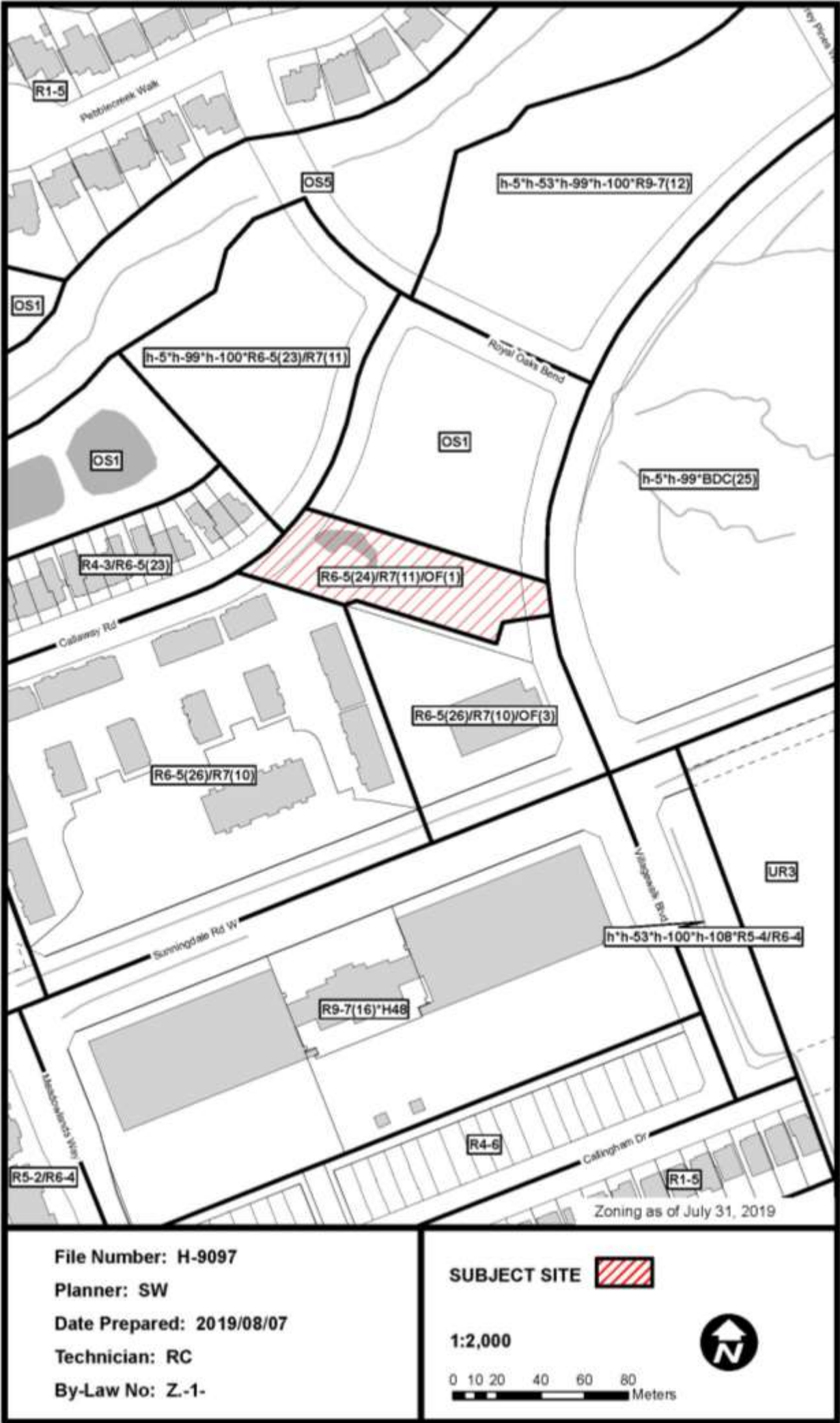
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



Bill No. 354  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3400 Singleton Avenue.

WHEREAS 1967172 Ontario Inc. has applied to remove the holding provision from the zoning for the lands located at 3400 Singleton Avenue, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3400 Singleton Avenue, as shown on the attached map, to remove the holding provisions so that the zoning of the lands as a Neighbourhood Facility Residential R5 / Residential R6 (NF1/R5-4/R6-5) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 17, 2019.

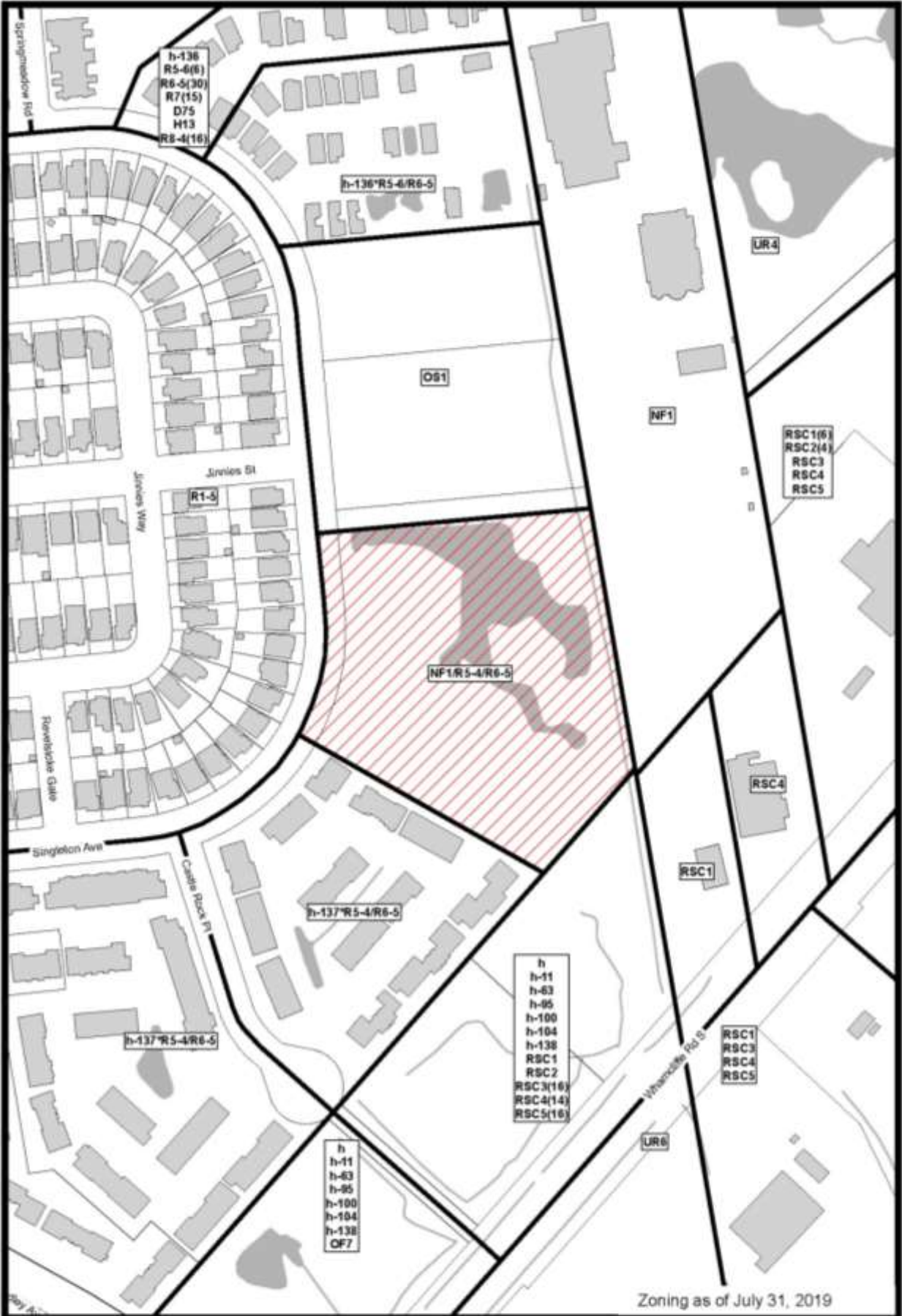
Ed Holder  
Mayor

Catharine Saunders  
City Clerk


First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019



Schedule "A"




File Number: H-8967  
Planner: MS  
Date Prepared: 2019/08/26  
Technician: RC  
By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.5 25 50 75 100 Meters





Bill No. 355  
2019

By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 804-860 Kleinburg Drive.

WHEREAS Applewood Developments (London) Inc. have applied to remove the holding provisions from the zoning for the lands located at 804-860 Kleinburg Drive, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 804-860 Kleinburg Drive, as shown on the attached map, to remove the h, h-100 and h-173 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-4(27)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

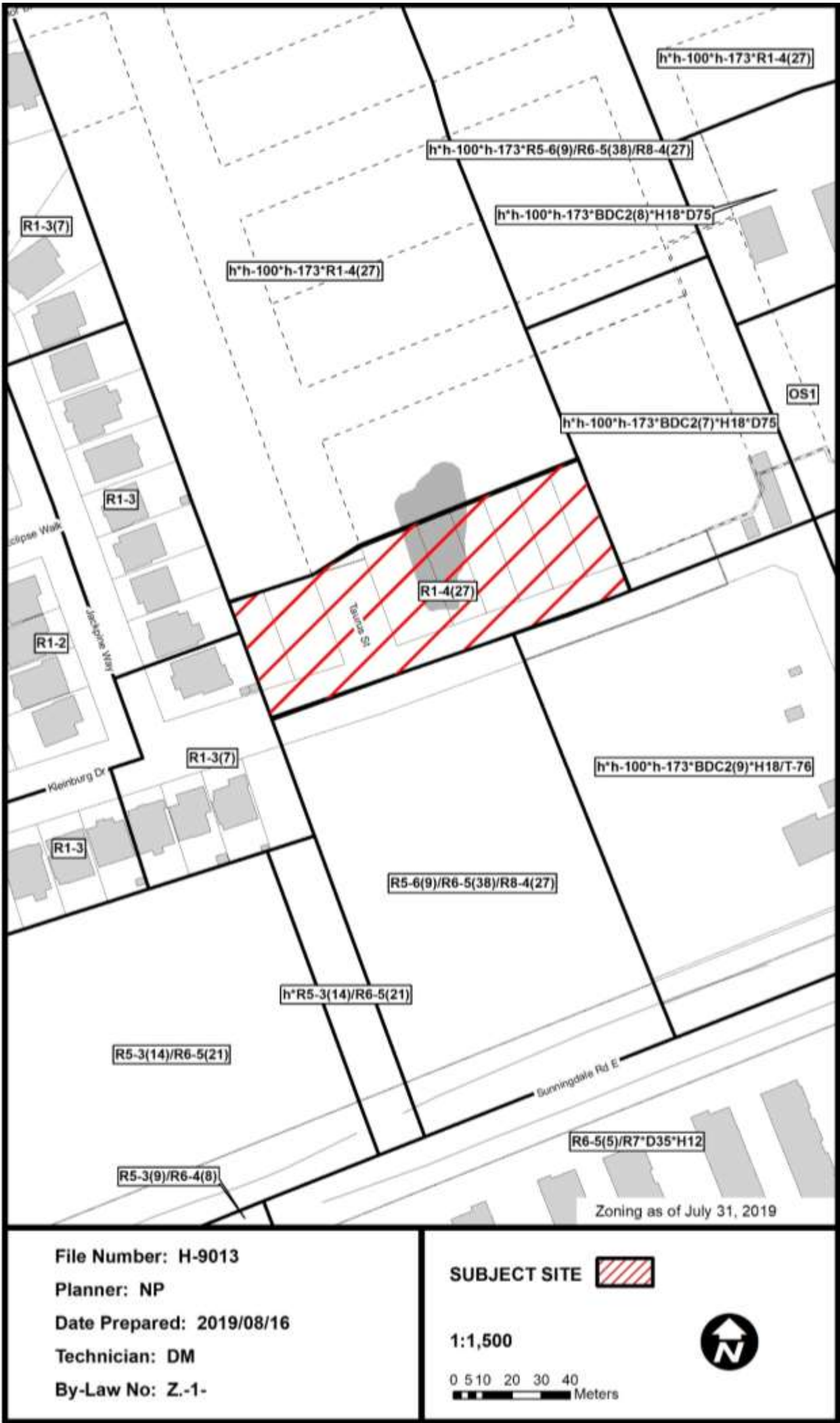
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



Bill No. 356  
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 915, 965, 1031 and  
1095 Upperpoint Avenue.

WHEREAS Sifton Properties Limited has applied to rezone an area of  
land located at 915, 965, 1031 and 1095 Upperpoint Avenue, 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 915, 965, 1031 and 1095 Upperpoint Avenue, as shown  
on the attached map, from a Holding Residential R5/R6/R8 Special Provision (h•h-54•h-  
209•R5-7(9)/R6-5(21)/R8-3(5) Zone, a Holding Residential R5/R6/R8 Special Provision  
(h•h-54•h-209•R5-7(9)/R6-5(21)/R8-4(35) Zone, and a Holding Residential R5/R6/R9  
Special Provision (h•h-54•h-209•R5-7(9)/R6-5(21)/R9-7(26)•H40 Zone to a Holding  
Residential R4/R5/R6/R8 Special Provision (h•h-54•h-209•R4-6(\*)/R5-7(9)/R6-5(\*)/R8-  
3(5) Zone, a Holding Residential R4/R5/R6/R8 Special Provision (h•h-54•h-209•R4-6(\*)  
/R5-7(9)/R6-5(\*)/R8-4(35) Zone, and a Holding Residential R4/R5/R6/R9 Special  
Provision (h•h-54•h-209•R4-6(\*)/R5-7(9)/R6-5(\*)/R9-7(26)•H40 Zone.

2. Section Number 8.4 of the Residential R4 Zone is amended by adding the  
following special provisions:

R4-6(\*) 915, 965, 1031 and 1095 Upperpoint Avenue

a) Regulations:

- |      |  |            |
|------|--|------------|
| i)   | Lot Frontage<br>(Minimum):   | 7.0 metres |
| ii)  | Front and Exterior Yard<br>Depth to Main Dwelling<br>(Minimum):  | 3.0 metres |
| iii) | Front and Exterior Yard<br>Depth to Garage<br>(Minimum):   | 5.5 metres |
| iv)  | Garages shall not project beyond the façade of the main<br>dwelling or façade (front face) of any porch. |            |
| v)   | Interior Side Yard Depth<br>(Minimum):   | 1.5 metres |
| vi)  | Height<br>(Maximum):   | 13 metres  |
| vii) | Dwelling Setback from a<br>High Pressure Pipeline<br>(Minimum):  | 20 metres  |

3. Section Number 9.4 of the Residential R5 Zone is amended by adding the following regulations to the R5-7(9) Zone:

R5-7(9)	915, 965, 1031 and 1095 Upperpoint Avenue	
a)	Regulations:	
ii)	Front Yard Depth to Main Dwelling (Minimum)	3.0 metres
iii)	Front and Exterior Yard Depth to Garage (Minimum)	5.5 metres
iv)	Exterior Side Yard Depth (Minimum)	4.5 metres
v)	Interior Side Yard Depth (Minimum)	1.2 metres
vi)	Height (Maximum)	13 metres

4. Section Number 10.4 of the Residential R6 Zone is amended by adding the following special provisions:

R6-5(*)	915, 965, 1031 and 1095 Upperpoint Avenue	
a)	Regulations:	
i)	Front Yard Depth to Main Dwelling (Minimum):	3.0 metres
ii)	Front and Exterior Yard Depth to Garage (Minimum):	5.5 metres
iii)	Exterior Side Yard Depth (Minimum):	4.5 metres
iv)	Interior Side Yard Depth (Minimum):	1.2 metres
v)	Height (Maximum):	13 metres
vi)	Dwelling Setback from a High Pressure Pipeline (Minimum):	20 metres

5. Section Number 12.4 of the Residential R8 Zone is amended by adding the following regulations to the R8-3(5) Zone:

R8-3(5)	915, 965, 1031 and 1095 Upperpoint Avenue	
b)	Regulations:	
ii)	Front and Exterior Yard Depth (Minimum):	3.0 metres

6. Section Number 12.4 of the Residential R8 Zone is amended by adding the following regulations to the R8-4(35) Zone:

R8-4(35) 915, 965, 1031 and 1095 Upperpoint Avenue

b) Regulations:

ii) Front and Exterior 3.0 metres  
Yard Depth  
(Minimum):

7. Section Number 13.4 of the Residential R9 Zone is amended by adding the following regulations to the R9-7(26) Zone:

R9-7(26) 915, 965, 1031 and 1095 Upperpoint Avenue

b) Regulations:

ii) Front and Exterior 3.0 metres  
Yard Depth  
(Minimum):

8. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

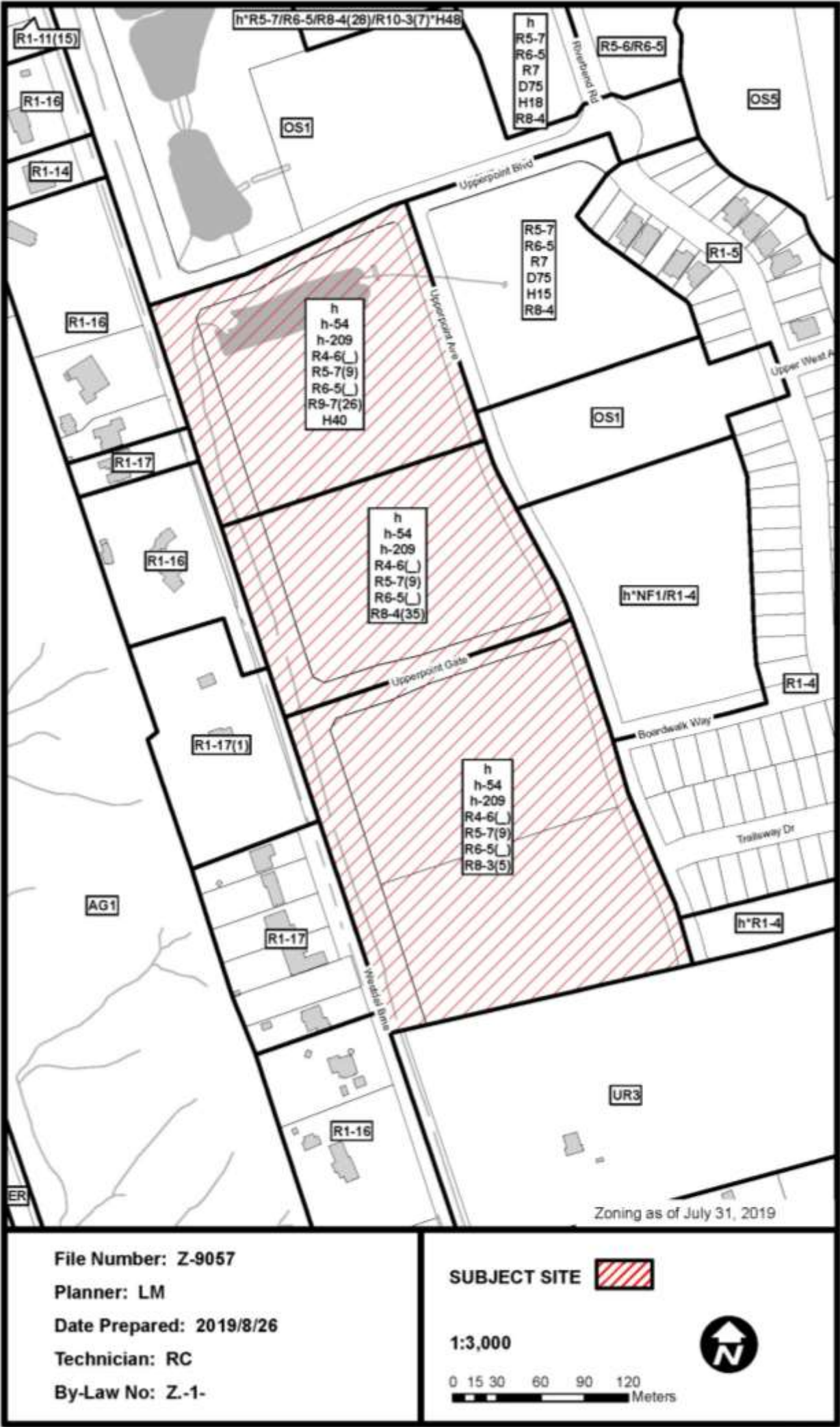
PASSED in Open Council on September 17, 2019

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



Bill No. 357  
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 244 Adelaide Street  
South.

WHEREAS the Glen Cairn Community Resource Centre has applied to  
rezone an area of land located at 244 Adelaide Street South, as shown on the map  
attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Section Number 33.4 of the Neighbourhood Facility (NF1) Zone is  
amended by replacing the existing provisions with the following:

NF1(11) 244 Adelaide Street South

a) Additional Permitted Use:

- i) Clinic, accessory to the existing Community Centre
- ii) Office, medical/dental, accessory to the existing Community Centre

b) Regulations:

- |      |  |   |
|------|--|---|
| i)   | South Interior Side Yard<br>Setback (Minimum):                       | 1.2 metres (3.93 feet)                              |
| ii)  | Front Yard Setback<br>(Minimum):                                     | 1.2 metres (3.93 feet)                              |
| iii) | Parking for Community<br>Centre and any accessory<br>uses (Minimum): | 1 space per 30 square<br>metres of gross floor area |

2. The inclusion in this by-law of imperial measure along with metric measure  
is for the purpose of convenience only and the metric measure governs in case of any  
discrepancy between the two measures.

3. This by-law shall come into force and be deemed to come into force in  
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the  
date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on September 17, 2019.

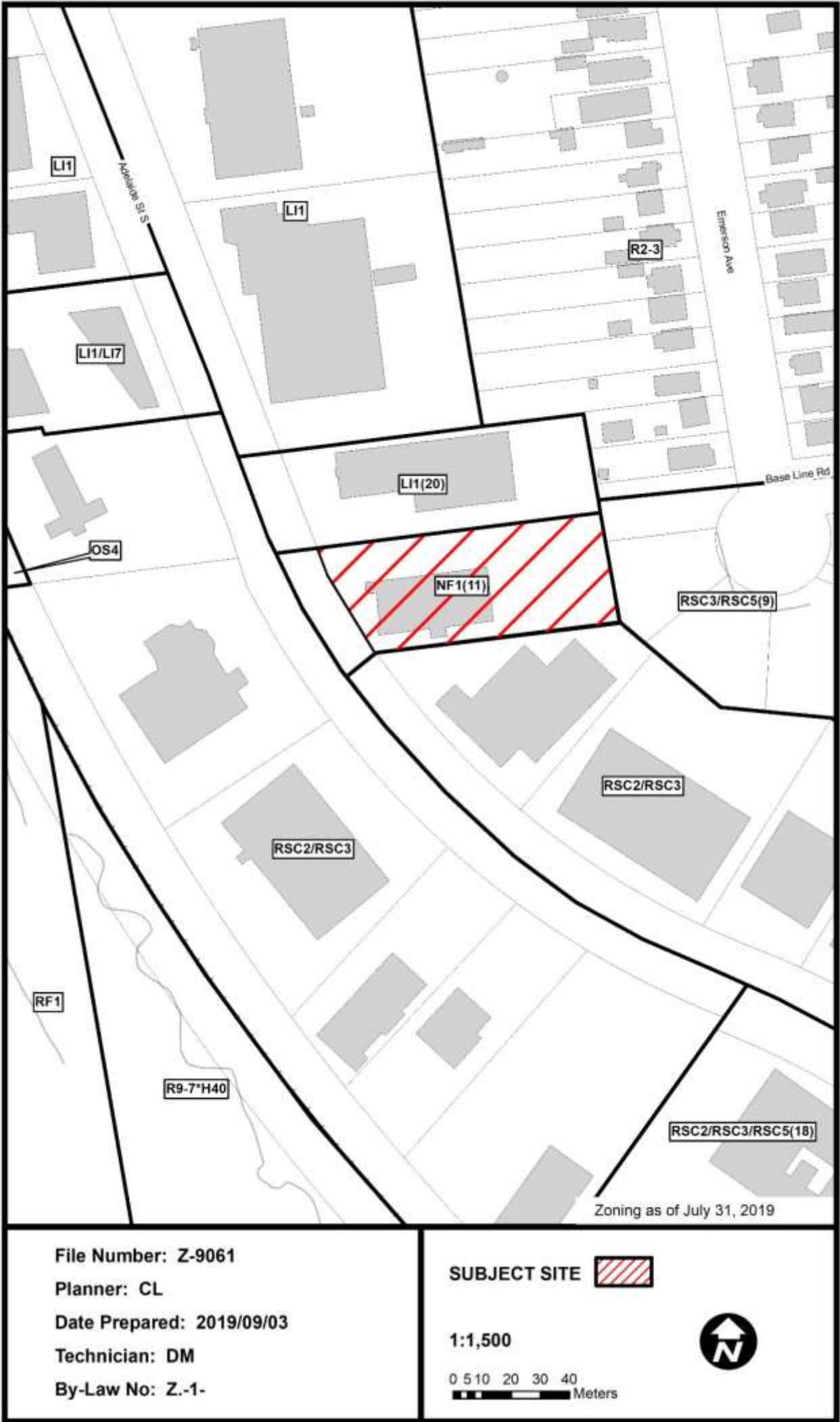
Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019



Schedule "A"





Bill No. 358  
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 551 Knights Hill  
Road.

WHEREAS Yasmina Balaska has applied to rezone an area of land  
located at 551 Knights Hill 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. Section Number 29.4 of the Convenience Commercial (CC1) Zone is  
amended by repealing and replacing the following subsections:

- CC1(9)      551 Knights Hill Road
- a)      Additional Permitted Uses:
- i)      Medical/dental office
  - ii)     pharmacy
  - iii)    professional office
- b)      Regulations:
- i)      All permitted uses in Existing Building
  - ii)     Gross Floor Area for                      507m<sup>2</sup> (5,457 sq. ft.)  
Additional Permitted Uses  
(Maximum):
  - iii)    Medical/Dental Office                      1/30m<sup>2</sup>  
Parking Rate
  - iv)     Pharmacy                                      1/30m<sup>2</sup>  
Parking Rate
  - v)      Parking area setback                      0.8m  
(Minimum):

2. The inclusion in this by-law of imperial measure along with metric measure  
is for the purpose of convenience only and the metric measure governs in case of any  
discrepancy between the two measures.

3. This by-law shall come into force and be deemed to come into force in  
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the  
date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



Bill No. 359  
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 3493 Colonel Talbot  
Road.

WHEREAS 2219008 Ontario Ltd has applied to rezone an area of land  
located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as  
set out below;

AND WHEREAS upon approval of Official Plan Amendment Number # this  
rezoning will conform to the Official Plan;

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 3493 Colonel Talbot Road, as shown on the attached map  
comprising part of Key Map No. A110, from a holding Residential R6 Special Provision/  
Residential R8 Special Provision/Convenience Commercial (h\*h-100\*h-198\* R6-5(46)/  
R8-4(30)/CC6) Zone, to holding Residential R6 Special Provision/Residential R8  
Special Provision/Convenience Commercial Special Provision/Service Station Special  
Provision (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6(\*)/SS2(\*) Zone.

2. Section Number 29.4 of the Convenience Commercial (CC6) Zone is  
amended by adding the following Special Provision:

- |        |   |
|--------|---|
| CC6(*) | 3493 Colonel Talbot Road  |
| a)     | Additional Permitted Use:   |
| i)     | Restaurant, take-out with or without a drive-through facility               |
| b)     | Regulations:  |
| i)     | Exterior Side Yard Depth                      4.5m (14.7 ft.)<br>(Minimum): |

3. Section Number 30.4 of the Service Station (SS2) Zone is amended by  
adding the following Special Provision:

- |        |   |
|--------|---|
| SS2(*) | 3493 Colonel Talbot Road  |
| a)     | Regulations:  |
| i)     | Exterior Side Yard Depth                      4.5m (14.7 ft.)<br>(Minimum):                                       |
| ii)    | Rear and Interior Side Yard                      30m (98ft)<br>Depth Abutting an<br>Open Space Zone<br>(Minimum): |
| iii)   | Noise attenuation barriers prohibited within 15m (49ft) of an<br>Open Space Zone                                  |

- |     |   |               |
|-----|---|---------------|
| iv) | Notwithstanding the provisions of section 4.35.1) of the By-law Z.-1 to the contrary, the Rear and Interior Side Yard Depth for a drive-through Facility from the edge of the drive-through lane or speaker location abutting a Residential Zone (Minimum): | 15m (49 ft.)  |
| v)  | Notwithstanding the provisions of Section 4.35.1) of the By-law Z.-1 to the contrary, Noise attenuation barrier height (Maximum):   | 2.4m (7.8 ft) |

4. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

5. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

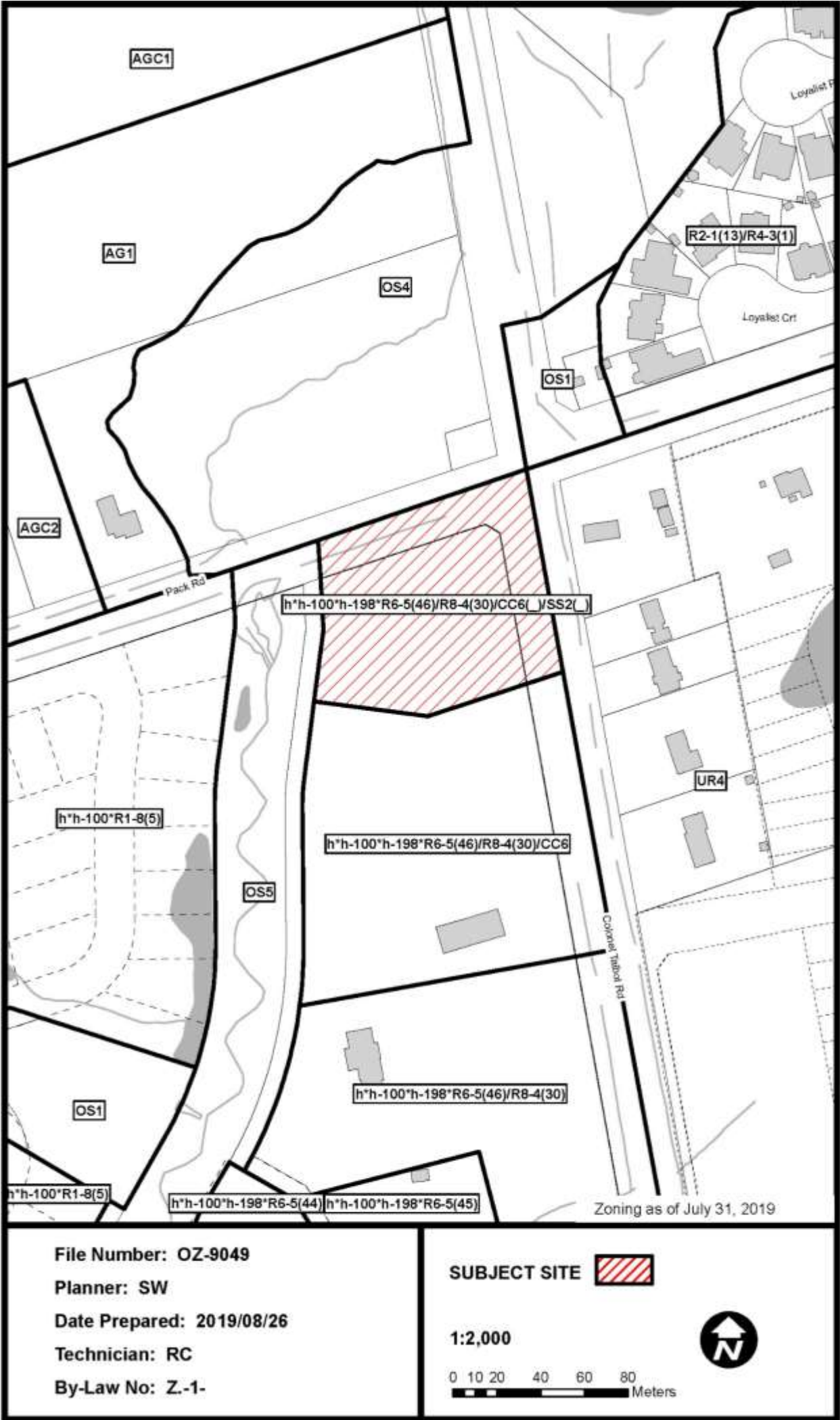
PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"



By-law No. Z.-1-19\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to revise the wording of the existing h-18 holding provision in Section 3.

WHEREAS the City of London has initiated an amendment to Zoning By-law Z-1 as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Section Number 3.8 2) of the Holding “h” Zone is amended by deleting the existing holding provision and replacing it with new wording as follows:

h- 18 *Purpose:* The proponent shall retain a consultant archaeologist, licensed by the Ministry of Tourism, Culture and Sport (MTCS) under the provisions of the *Ontario Heritage Act* (R.S.O. 1990 as amended) to carry out a Stage 1 (or Stage 1-2) archaeological assessment of the entire property. Development or property alteration shall only be permitted on the subject property containing archaeological resources or areas of archaeological potential if the archaeological resources have been conserved by removal and documentation, or by site preservation (Stages 3 and 4). The archaeological assessment must be completed in accordance with the most current Standards and Guidelines for Consulting Archaeologists. Engagement with the appropriate First Nations shall be completed consistent with the policies of the London Plan.

All archaeological assessment reports, in both hard copy format and digitally in Portable Document Format (PDF), will be submitted to the City of London once MTCS has accepted them into the Public Registry.

Significant archaeological resources will be incorporated into the proposed development through either in situ preservation or interpretation where feasible, or may be commemorated and interpreted on site.

No demolition, new exterior construction, grading, or any other activity where soil disturbance will occur or might be reasonably anticipated shall take place on the subject property prior to the City of London receiving the MTCS compliance letter indicating that all archaeological licensing and reporting requirements have been satisfied.

2. The inclusion in this by-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

3. This by-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act*, R.S.O. 1990, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

Bill No. 361  
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 475 and 480  
Edgevalley Road.

WHEREAS Drewlo Holdings Inc. have applied to rezone an area of land  
located at 475 and 480 Edgevalley 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 475 and 480 Edgevalley Road, as shown on the attached  
map comprising part of Key Map No. A103, from a Holding Residential R5/R6 (h\*h-  
54\*R5-7/R6-5) Zone to a Residential R8 Special Provision (R8-4(\*)\*H15) Zone and a  
Residential R8 Special Provision Bonus (R8-4(\*\*)\*H16\*B(\*)) Zone.
2. Section Number 4.3 of the General Provisions is amended by adding the  
following Site Specific Bonus Provision:

B(\*) 475 Edgevalley Road

The Bonus Zone shall be enabled through one or more agreements to facilitate  
the development of three (3) low-rise apartment buildings, with a maximum of  
four (4) storeys (Building A = 16m), five (5) storeys (Building B= 18m) and six (6)  
storeys (Building C = 22m), a total of 147 dwelling units (Building A = 39 dwelling  
units; Building B = 49 dwelling units; Building C = 59 dwelling units), and a  
density of 100 units per hectare,

Provision of Affordable Housing

The provision of four (4) affordable rental housing units, established by  
agreement at 85% of the CMHC average market rent for a period of 15 years.  
An agreement shall be entered into with the Corporation of the City of London, to  
secure said affordable housing units for the 15 year term.

The following special regulations apply within the bonus zone:

- a) Regulations:
- |      |  |   |
|------|--|---|
| i)   | For the purpose of this by-law, the front lot line shall be deemed to be Kilally Road. |   |
| ii)  | Density:<br>(Maximum):   | 100 units per hectare                     |
| iii) | Height of Building A<br>(Maximum):   | Four (4) storeys<br>16 metres (52.5 feet) |
|      | Height of Building B<br>(Maximum):   | Five (5) storeys<br>18 metres (59.1 feet) |
|      | Height of Building C<br>(Maximum):   | Six (6) storeys<br>22 metres (72.2 feet)  |

- iv) Front Yard Setback  
(Minimum): 2.0 metres (6.6 feet)  
(Maximum): 6.0 metres (19.7 feet)
- v) Exterior Side Yard Depth - Edgevalley Road  
(Minimum): 3.0 metres (9.8 feet)  
(Maximum): 7.0 metres (23.0 feet)
- vi) Exterior Side Yard Depth - Agathos Street  
(Minimum): 2.0 metres (6.6 feet)
- vii) Interior Side Yard Depth  
(Minimum): 2.75 metres (9.1 feet)

3. Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

- R8-4(\*)      480 Edgevalley Road

a) Regulations:
  - i) For the purpose of this by-law, the front lot line shall be deemed to be Kilally Road.
  - ii) Density  
(Maximum): 75 units per hectare
  - iii) Height  
(Maximum): Four (4) storeys  
15 metres (49.2 feet)
  - iv) Front Yard Setback  
(Minimum): 2.0 metres (6.6 feet)  
(Maximum): 6.0 metres (19.7 feet)
  - v) Exterior Side Yard Depth - Edgevalley Road  
(Minimum): 3.0 metres (9.8 feet)  
(Maximum): 7.0 metres (23.0 feet)
  - vi) Exterior Side Yard Depth - Agathos Street  
(Minimum): 2.0 metres (6.6 feet)

4. Section Number 12.4 of the Residential R8 (R8-4) Zone is amended by adding the following Special Provision:

- R8-4(\*\*)      475 Edgevalley Road

a) Regulations:
  - i) For the purpose of this by-law, the front lot line shall be deemed to be Kilally Road.
  - ii) Density  
(Maximum): 75 units per hectare
  - iii) Height  
(Maximum): Four (4) storeys  
16 metres (52.5 feet)
  - iv) Front Yard Setback  
(Minimum): 2.0 metres (6.6 feet)  
(Maximum): 6.0 metres (19.7 feet)



- v) Exterior Side Yard Depth - Edgevalley Road  
(Minimum): 3.0 metres (9.8 feet)  
(Maximum): 7.0 metres (23.0 feet)
- vi) Exterior Side Yard Depth - Agathos Street  
(Minimum): 2.0 metres (6.6 feet)

5. 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.

6. 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 September 17, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 17, 2019  
Second Reading – September 17, 2019  
Third Reading – September 17, 2019

Schedule "A"

