



Council Agenda Including Addeds

The 20th Meeting of City Council

November 10, 2020, 4:00 PM

Virtual Meeting - during the COVID-19 Emergency

City Hall is open to the public, with reduced capacity and physical distancing requirements.

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Pages

1. Disclosures of Pecuniary Interest

2. Recognitions

3. Review of Confidential Matters to be Considered in Public

4. Council, In Closed Session

4.1. 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. (6.1/17/CSC)

4.2. 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/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. (6.3/17/CSC)

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

5.1. 19th Meeting held on October 27, 2020 7

6. Communications and Petitions

6.1. *(ADDED) Proposed Amendment to the Sign By-law*

(Refer to the Community and Protective Services Committee Stage for Consideration with item 10 (4.2) of the 12th Report of the Community and Protective Services Committee)

1. *(ADDED) J. Arthur, Abortion Rights Coalition of Canada* 49

7. Motions of Which Notice is Given

8. Reports

8.1. 12th Report of the Community and Protective Services Committee 52

1. Disclosures of Pecuniary Interest
2. (2.1) Homeless Prevention Head Lease Program (Single Source 20-34) (Relates to Bill No. 339)
3. (2.2) Capital Repair and Improvement Program - Loan Funding Request
4. (2.3) Update on Free Menstrual Products Available at City Facilities
5. (2.4) Nasal Naloxone Kits Available for Public Use in Some City of London Facilities Update Report
6. (2.5) London's Film and Multi-Media Strategy Update
7. (2.6) Amendment #1 - Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home (Relates to Bill No. 340)
8. (2.7) Canada Mortgage and Housing Corporation (CMHC) Seed Funding Contribution Agreement and CMHC Loan Agreement (Relates to Bill No. 341)
9. (4.1) Invitation to Dr. Mackie to Discuss COVID-19 Health Measures
10. (4.2) Proposed Amendment to the Sign By-law
11. (4.3) Proposed Amendment to the Noise/Sound By-law - High Frequency Noise
12. (4.4) Canada Mortgage and Housing Corporation (CMHC) - Rapid Housing Initiative (RHI) (Relates to Bill No. 342)
13. (5.1) Deferred Matters List

8.2. 17th Report of the Corporate Services Committee 59

1. Disclosures of Pecuniary Interest
2. (2.1) Authorization for Temporary Borrowing (Relates to Bill No. 338)
3. (2.2) Annual Report Risk Management Services
4. (2.3) Amending By-law Re: Electronic Registration of Real Property Documents (Relates to Bill No. 337)
5. (2.4) Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law (Relates to Bill No.'s 336 and 343)
6. (2.5) Declare Surplus - Portion of City-Owned Land - 3047 White Oak Road
7. (4.1) Request for Delegation Status - Jacqueline Madden and Michael Dawthorne
8. (5.1) Corporate Services Committee Deferred Matters List
9. (5.2) Proposed Changes to the Municipal Elections Act, 1996
10. (5.3) Small Business Support

8.3. 17th Report of the Planning and Environment Committee

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1. Disclosures of Pecuniary Interest
2. (2.1) Application - Exemption from Part-Lot Control - 2805 Asima Drive (33M-699, Block 49) (P-9220) (Relates to Bill No. 346)
3. (2.2) Application - 3493 Colonel Talbot Road - Removal of Holding Provision (H-9218) (Relates to Bill No. 350)
4. (2.3) Application - 49 to 153 Middleton Avenue, 3695 and 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street - Removal of Holding Provision (H-9270) (Relates to Bill No. 351)
5. (2.4) Application - 1600-1622 Hyde Park Road and 1069 Gainsborough Road (H-9256) (Relates to Bill No. 352)
6. (2.5) Application - 1258 and 1388 Sunningdale Road West - Removal of Holding Provisions (H-9259) (Relates to Bill No. 353)
7. (2.6) Building Division Monthly Report for September 2020
8. (3.1) Application - 1150 Fanshawe Park Road East (OZ-9215) (Relates to Bill No.'s 344, 345 and 354)
9. (4.1) Brendon Samuels - Request for Delegation Status - Bird Friendly Skies By-law

8.4. 4th Report of the Audit Committee

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1. Disclosures of Pecuniary Interest
2. (4.1) Internal Audit Summary Update

3. (4.2) Internal Audit Dashboard as at October 20, 2020

4. (4.3) Observation Summary as at October 20, 2020

9. Added Reports

9.1. 17th Report of Council in Closed Session

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

By-laws to be read a first, second and third time:

13.1. Bill No. 335 By-law No. A.- _____ - _____ 93

A by-law to confirm the proceedings of the Council Meeting held on the 10th day of November, 2020. (City Clerk)

13.2. Bill No. 336 By-law No. A.-5505(____)-_____ 94

A by-law to amend By-law No. A.-5505-497, as amended, entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.012 to 1.025 effective January 1, 2021. (2.4a/17/CSC)

13.3. Bill No. 337 By-law No. A.-5719(____)-_____ 95

A by-law to amend By-law A.-5719-117 entitled, "A by-law respecting the execution of real property related documents by electronic means." (2.3/17/CSC)

13.4. Bill No. 338 By-law No. A.- _____ - _____ 96

A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2021. (2.1/17/CSC)

13.5. Bill No. 339 By-law No. A.- _____ - _____ 98

A by-law to authorize and approve a standard form "Lease Agreement" for use in the Head Lease program. (2.1/12/CPSC)

13.6. Bill No. 340 By-law No. A.- _____ - _____ 105

A by-law to approve an Amendment to the Agreement with Lifemark Occupational Health and Wellness Inc. for the provision of Occupational Therapy services at the Dearness Home; and to authorize the Mayor and City Clerk to execute the Agreement. (2.6/12/CPSC)

13.7. Bill No. 341 By-law No. A.- _____ - _____ 115

A by-law to authorize and approve a standard form "CHMC Seed Funding Contribution Agreement" with Canadian Mortgage and Housing Corporation. (2.7/12/CPSC)

13.8.	Bill No. 342 By-law No. A.- _____ - _____	135
	A by-law to authorize and approve a standard form “Rapid Housing Initiative Agreement” (RHI) (Schedule 1) with Canadian Mortgage and Housing Corporation (CMHC) and to delegate the duties of the City as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative (RHI). (4.4/12/CPSC)	
13.9.	BillNo. 343 By-law No. A-8-20 _____	152
	A by-law to amend By-law No. A-8, as amended entitled “Property Tax Collection by-law’ by changing the calculation percent for the Interim Levy from 40.48% to 41% effective January 1, 2021. (2.4b/17/CSC)	
13.10.	Bill No. 344 By-law C.P.-1284(____)- _____	153
	A by-law to amend the Official Plan for the City of London, 1989 relating to 1150 Fanshawe Park Road East. (3.1a/17/PEC)	
13.11.	Bill No. 345 By-law C.P.-1512(____)- _____	156
	A by-law to amend The London Plan for the City of London, 2016 relating to 1150 Fanshawe Park Road East. (3.1b/17/PEC)	
13.12.	Bill No. 346 By-law C.P.- _____ - _____	159
	A by-law to exempt from Part-Lot Control, lands located at 2805 Asima Drive, legally described as Block 49 in Registered Plan 33M-699. (2.1/17/PEC)	
13.13.	Bill No. 347 By-law No. S.- _____ - _____	160
	A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Oxford Street East, west of Highbury Avenue North; and as widening to Highbury Avenue North, south of Oxford Street East) (Chief Surveyor - pursuant to Site Plan SPA19-064 and in accordance with Zoning By-law Z-1)	
13.14.	Bill No. 348 By-law No. S.- _____ - _____	162
	A by-law to permit Mark Gregory Vogelsang to maintain and use a boulevard parking area upon the road allowance for 799 Lorne Avenue, City of London. (City Clerk)	
13.15.	Bill No. 349 By-law No. W.- _____ - _____	168
	A by-law to amend by-law No. W.-5581-134, as amended, entitled, “A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements. (Project No.TS1134)” (6.1/16/CSC)	
13.16.	Bill No. 350 By-law Z.-1-20 _____	169
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3493 Colonel Talbot Road. (2.2/17/PEC)	
13.17.	Bill No. 351 By-law Z.-1-20 _____	171
	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street; legally described as Plan	

33M-785. (2.3/17/PEC)

13.18. Bill No. 352 By-law Z.-1-20 _____ 173

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1600-1622 Hyde Park Road & 1069 Gainsborough Road. (2.4/17/PEC)

13.19. Bill No. 353 By-law Z.-1-20 _____ 175

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1258 and 1388 Sunningdale Road West. (2.5/17/PEC)

13.20. Bill No. 354 By-law Z.-1-20 _____ 177

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1150 Fanshawe Park Road East. (3.1c/17/PEC)

14. Adjournment



Council Minutes

The 19th Meeting of City Council
October 27, 2020, 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. Pelozza, A. Kayabaga, S. Hillier

Also Present: M. Ribera, C. Saunders, M. Schulthess, B. Westlake-Power
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, M. Daley, K. Dickins, G. Kotsifas, K. Scherr, E. Skalski, C. Smith, S. Stafford, B. Warner, R. Wilcox, P. Yeoman
The meeting is called to order at 4:04 PM, with all Members participating; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

His Worship the Mayor discloses a pecuniary interest in Item 10 (5.1) of the 12th Report of the Civic Works Committee having to do with the Deferred Matters List, related to the properties at 745 and 747 Waterloo Street, by indicating that his daughter owns a business located at 745 Waterloo Street.

Councillor A. Hopkins discloses a pecuniary interest in Item 2 (2.1) of the 12th Report of the Civic Works Committee having to do with the award of consulting engineering service for detailed design of the Springbank Reservoir 1 and 3- roof membrane replacement and reservoir repairs RFP 20-44, by indicating that she owns property in close vicinity to the Reservoir.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 309, being a by-law to confirm the proceedings of the Council Meeting held on the 27th Day of October, 2020, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 - 16th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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

Motion Passed (15 to 0)

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

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

That the Minutes of the 18th Meeting held on October 13, 2020, 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)

6. Communications and Petitions

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

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

6.1 Demolition Request for Heritage Listed Property - 954 Gainsborough Road

M. Dowds;

A. Thompson;

6.2 Meadowlily Environmentally Significant Area - Conservation Master Plan (Z-9245)

H. Froussios, Zelinka Priamo Ltd.;

H. Froussios and G. Balango, Zelinka Priamo Ltd;

6.3 Application - 348 Sunningdale Road East (Z-9011)

A. Thompson;

6.4 197, 183 and 179 Ann Street - 7th Report of the London Advisory Committee on Heritage

A.M. Valastro;

6.5 London Hydro Restructuring

Councillor M. van Holst

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 16th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 16th Report of the Corporate Services 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)

At 4:16 PM, His Worship the Mayor takes a seat at the Council Board and places Councillor J. Helmer in the Chair.

At 4:17 PM, His Worship the Mayor resumes the Chair and Councillor J. Helmer takes a seat at the Council Board.

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) RFP 20-37 Cognos Modernization Irregular Result

Motion made by: A. Kayabaga

That, on the recommendation of the Director, Information Technology Services, City Manager's Office, and with the concurrence of the Director, Financial Services, Finance & Corporate Services, the following actions be taken with respect to the Cognos Modernization:

- a) the proposal submitted by Newcomp Analytics, 175 Commerce Valley Drive West, Suite 230, Thornhill, ON L3T 7P6, for the Cognos Modernization for a total cost of \$553,116.97 (excluding taxes) BE ACCEPTED in accordance with section 8.10 of the Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated October 19, 2020 as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

3. (2.2) City of London's Credit Rating

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

4. (2.3) Expropriation of Land - Fanshawe Park Road and Richmond Street Intersection Improvements Project (Relates to Bill No. 319)

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation, on the advice of the Manager of Realty Services, approval BE GIVEN to the expropriation of land as may be required for the Fanshawe Park Road and Richmond Street Intersection Improvements Project and that the following actions be taken in connection therewith:

a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority for the approval to expropriate the land required for Fanshawe Park Road / Richmond Street Intersection Improvements Project;

b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the *Expropriations Act*,

c) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and

d) the by-law as appended to the staff report dated October 19, 2020 as Schedule "B" BE INTRODUCED at the Council meeting on October 27, 2020 to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Fanshawe Park Road / Richmond Street Intersection Improvements Project.

Motion Passed

5. (4.1) Application - Issuance of Proclamation - Fung Loy Kok Institute of Taoism 50th Anniversary

Motion made by: A. Kayabaga

That based on the application dated September 24, 2020, from Fung Loy Kok Institute of Taoism, the day of November 7, 2020 BE PROCLAIMED as Fung Loy Kok Institute of Taoism 50th Anniversary.

Motion Passed

6. (4.2) Application - Issuance of Proclamation - Day of Awareness for Survivors of Financial Abuse and Economic Injustice

Motion made by: A. Kayabaga

That based on the application dated September 30, 2020, from the Canadian Centre for Women's Empowerment, the day of November 26, 2020 BE PROCLAIMED as Day of Awareness for Survivors of Financial Abuse and Economic Injustice.

Motion Passed

7. (5.1) Federation of Canadian Municipalities (FCM) Update

Motion made by: A. Kayabaga

That it BE NOTED that Councillor J. Morgan provided a verbal update to the Corporate Services Committee with respect to the FCM Board of Directors/Committee opportunities.

Motion Passed

- 8.2 12th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 12th Report of the Civic Works Committee BE APPROVED, excluding Items 2 (2.1) and 10 (5.2).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

Mayor E. Holder discloses a pecuniary interest in clause 5.1, having to do with Item 4 of the Deferred Matters List, related to the properties at 745 and 747 Waterloo Street, by indicating that his daughter owns a business located at 745 Waterloo Street.

Motion Passed

3. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No. 320)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated October 20, 2020, BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend By-law PS-113, entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2020-T02)

Motion Passed

4. (2.3) Appointment of Consulting Engineers - Infrastructure Renewal Program

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 consulting engineers for the Infrastructure Renewal Program:

a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified 2022 and future Infrastructure Renewal Program at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy:

i) R.V. Anderson Associates Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the 2022 Infrastructure Renewal Program Assignment I, Labatt Trunk Sewer Siphon Replacement, in the total amount of \$208,813.00, including contingency, (excluding HST);

ii) Development Engineering (London) Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of future Infrastructure Renewal Program Assignment J, Rhine Avenue from Wistow Street to Flanders Row, Flanders Row from Paardeberg Crescent to Rhine Avenue and Paardeberg Crescent from Rhine Avenue to Rhine Avenue, in the total amount of \$219,736.00, including contingency, (excluding HST);

iii) R.V. Anderson Associates Limited BE APPOINTED consulting engineers to complete the pre-design and detailed design of the future Infrastructure Renewal Program Assignment K, McKenzie Avenue from Wortley Road to Belgrave Avenue, Baker Street from Ridout Street to Belgrave Avenue, Windsor Avenue from Ridout Street to Belgrave Avenue and Belgrave Avenue from Baker Street to McKenzie Avenue, in the total amount of \$197,933.00, including contingency, (excluding HST);

iv) GM BluePlan Engineering Limited BE APPOINTED consulting engineers to complete the predesign and detailed design of the future Infrastructure Renewal Program Assignment L, Whitehall Drive from Vancouver Street to Atkinson Boulevard in the total amount of \$149,688.00, including contingency, (excluding HST);

b) the financing for the above-noted projects BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with each consultant for the respective project; 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. (2020-E01)

Motion Passed

- 5. (2.4) Richmond North Recreational Crossing and Pathway Extension Project Detailed Design and Tendering - Appointment of Consulting Engineer

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and with concurrence of the Managing Director, Parks and Recreation, the following actions be taken with respect to the appointment of a Consulting Engineer for the Richmond North Recreational Crossing and Pathway Extension Project:

- a) AECOM Canada Limited, BE APPOINTED Consulting Engineers for the detailed design and tendering for the said project at an upset amount of \$520,259.50 (excluding HST), in accordance with RFP20-27 and in accordance with Section 15.2 (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, as appended to the staff report dated October 20, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-R04)

Motion Passed

- 6. (2.5) Single Source Procurement - Rental Car Contract

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 a Single Source Procurement for a Rental Car Contract:

- a) the Civic Administration BE AUTHORIZED to extend the current single source agreement greater than \$50,000 for the procurement of compact rental cars as per Section 14.4(d) of the Procurement of Goods and Services Policy;

- b) the submission from Discount Car and Truck Rentals, 720 Arrow Road, North York, Ontario, M9M 2M1, BE ACCEPTED for the supply and delivery of compact rental cars for the remainder of 2020 with a total annual cost of \$84,000 (excluding HST) and an additional option year (2021), should it be required;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval. (2020-V01)

Motion Passed

- 7. (2.6) Joint Occupancy and Use Agreement - Elgin-Middlesex Pumping Station (Relates to Bill No. 312)

Motion made by: S. Lehman

That, on the recommendation of the Director, Water and Wastewater, the following actions be taken with respect to a Joint Occupancy and Use Agreement between Partner Municipalities and the Elgin Area Primary Water Supply System with respect to the Elgin-Middlesex Pumping Station:

- a) the proposed by-law, as appended to the staff report dated October 20, 2020, BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020, to approve a Joint Occupancy and Use Agreement between The Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System and the St. Thomas Secondary Water Supply System, with respect to the Elgin-Middlesex Pumping Station; and,
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted Agreement; it being noted that the Boards of Management for the Elgin Area Primary Water Supply System and both Secondary Water Supply Systems are concurrently undertaking similar actions in order to enter into this Joint Occupancy and Use Agreement. (2020-E03)

Motion Passed

- 8. (2.7) Vauxhall Wastewater Treatment Plant Upgrades - Engineering Design Consultant Award

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the assignment of consulting services for the completion of detailed design for upgrades at the Vauxhall Wastewater Treatment Plant:

- a) AECOM Canada Ltd. BE APPOINTED as Consulting Engineers in the amount of \$282,221.50, including 15% contingency (excluding HST) in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

- b) the financing for the project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

Motion Passed

9. (4.1) Mud Creek Stormwater Management Project

Motion made by: S. Lehman

That the communication, dated September 24, 2020, from C. Blake, with respect to the Mud Creek Stormwater Management Project, BE RECEIVED. (2020-E01)

Motion Passed

2. (2.1) Award of Consulting Engineering Services for Detailed Design of the Springbank Reservoir 1 and 3 - Roof Membrane Replacement and Reservoir Repairs RFP 20-44

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 consulting engineering services for RFP 20-44 Detailed Design of the Springbank Reservoir 1 and 3, Roof Membrane Replacement and Reservoir Repairs (EW3583):

- a) the proposal submitted by R.V. Anderson Associates Limited, 557 Southdale Road East, Suite 200, London Ontario N6E 1A2, in the amount of \$294,901.00, including \$67,718 contingency (excluding HST) BE AWARDED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated October 20, 2020;
- 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 effect these recommendations. (2020-V07)

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

Recuse: (1): A. Hopkins

Motion Passed (14 to 0)

10. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Civic Works Committee Deferred Matters List, as at October 9, 2020, BE RECEIVED.

Yeas: (14): 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

Recuse: (1): Mayor E. Holder

Motion Passed (14 to 0)

8.3 16th Report of the Planning and Environment Committee Meeting

Motion made by: M. Cassidy

That the 16th Report of the Planning and Environment Committee BE APPROVED, excluding Items 15 (3.4) and 17 (4.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. 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) Changes to the Residential Development Charges Grant Program for Downtown and Old East Village (Relates to Bill No.'s 315 and 316)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to updating the guidelines for the Residential Development Charges Grant Program permitted through the Downtown and Old East Village Community Improvement Plans:

a) the proposed by-law appended to the staff report dated October 19, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend By-law C.P.-1467-175, as amended, being a by-law to establish financial incentives for the Downtown Community Improvement Project Areas, to delete the existing Schedule 1 and replace with the new Schedule 1 (Downtown Community Improvement Plan – Financial Incentive Program Guidelines);

b) the proposed by-law appended to the staff report dated October 19, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend By-law C.P.-1468-176, as amended, being a by-law to establish financial incentives for the Old East Village Community Improvement Project Area, to delete the existing Schedule 1 and replace with the new Schedule 1 (Old East Village Community Improvement Plan – Financial Incentive Program Guidelines); and,

c) the Civic Administration BE DIRECTED to process the Residential Development Charges Grant of \$14,895 due to Youth Opportunities Unlimited for improvements made to 340 Richmond Street.

Motion Passed

3. (2.2) Draft Core Area Community Improvement Plan (O-9257)

Motion made by: M. Cassidy

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

a) the Civic Administration BE DIRECTED to proceed with public consultation on the Draft Core Area Community Improvement Plan appended to the staff report dated October 19, 2020; and,

b) the staff report dated October 19, 2020 entitled "Core Area Community Improvement Plan" BE RECEIVED for information.

Motion Passed

4. (2.3) Bill 108, The More Homes, More Choice Act and 2019 Bill 197, The COVID-19 Economic Recovery Act, 2020, Information Report

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated October 19, 2020 entitled "Bill 108, the *More Homes, More Choice Act, 2019* and Bill 197, the *COVID-19 Economic Recovery Act, 2020*, Information Report BE RECEIVED for information.

Motion Passed

5. (2.4) Application - 3635 Southbridge Avenue - Removal of Holding Provision (H-9236) (Relates to Bill No. 325)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 3635 Southbridge Avenue, legally described as Block 127 Plan 33M-785, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 Special Provision/Residential R6 Special Provision (h•h-100•h-198•R5-4(22)/R6-5(50)) Zone TO a Residential R5 Special Provision/Residential R6 Special Provision (R5-4(22)/R6-5(50) Zone to remove the h, h-100 and h-198 holding provisions.

Motion Passed

6. (2.5) Application - 3575 Southbridge Avenue - Removal of Holding Provision (H-9236) (Relates to Bill No. 326)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 3575 Southbridge Avenue, legally described as Block 125 Plan 33M-785, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 Special Provision/Residential R6 Special Provision (h•h-100•h-198•R5-4(22)/R6-5(50)) Zone TO a Residential R5 Special Provision/Residential R6 Special Provision (R5-4(22)/R6-5(50) Zone to remove the h, h-100 and h-198 holding provisions.

Motion Passed

7. (2.6) Application - 1605 Twilite Boulevard - Removal of Holding Provisions (h, h-54, h-71 and h-100) (H-9201) (Relates to Bill No. 327)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Foxwood Building Company, relating to the property located at 1605 Twilite Boulevard, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 (h*h-54*h-71*h-100*R5-6/R6-5) Zone TO Residential R5/R6 (R5-6/R6-5) Zone to remove the h, h-54, h-71 and h-100 holding provisions.

Motion Passed

8. (2.7) Application - 3620 Southbridge Avenue - Removal of Holding Provision (H-9229) (Relates to Bill No. 328)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 3620 Southbridge Avenue, legally described as Block 124 Plan 33M-785, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 R4 Special Provision (h*h-100*R4-6(8)) Zone TO a Residential R4 Special Provision (R4-6(8)) Zone to remove the "h and h-100" holding provisions.

Motion Passed

9. (2.8) Application - 3740 Southbridge Avenue - Removal of Holding Provision (H-9230) (Relates to Bill No. 329)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 3740 Southbridge Avenue, legally described as Block 130 Plan 33M-785, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 R4 Special Provision (h*h-100*R4-6(8)) Zone TO a Residential R4 Special Provision (R4-6(8)) Zone to remove the h and h-100 holding provisions.

Motion Passed

10. (2.9) Application - 1300 Fanshawe Park Road East - Stoney Creek South Subdivision - Special Provisions 39T-04512-2

Motion made 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 700531 Ontario Limited, for the subdivision of land over Part of Lot 9, Concession 5, situated on the north side of Fanshawe Park Road East, east of Highbury Avenue North, municipally known as 1300 Fanshawe Park Road East:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 700531 Ontario Limited, for the Stoney Creek Subdivision, Phase 2 (39T-04512-2) appended to the staff report dated October 19, 2020 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 October 19, 2020 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.

Motion Passed

11. (2.10) Application - 965 Upperpoint Avenue (H-9233) (Relates to Bill No. 330)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to a portion the property located at 965 Upperpoint Avenue, the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 R4/R5/R6/R8 Special Provision (h*h-54*h-209*R4-6(11)R5-7(9)/R6-5(61)/R8-3(5)) Zone TO a Residential R4/R5/R6/R8 Special Provision (R4-6(11)R5-7(9)/R6-5(61)/R8-3(5)) Zone to remove the holding provisions for portions of these lands to be developed as Street Townhouse Dwellings.

Motion Passed

12. (3.1) Application - 1761 Wonderland Road North

Motion made by: M. Cassidy

That, the application by 1830145 Ontario Limited, relating to the property located at 1761 Wonderland Road South, BE REFERRED back to the Civic Administration to work with the applicant to incorporate a mixed-use building including bonus zoning and affordable housing and to report back at a future Planning and Environment Committee meeting;

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.

Motion Passed

13. (3.2) Application - 355 Marconi Boulevard - Draft Plan of Subdivision and Zoning By-law Amendments 39T-20501 (Z-9210) (Relates to Bill No. 331)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by JNF Group Inc., relating to the property located at 355 Marconi Boulevard:

- a) the proposed by-law appended to the staff report dated October 19, 2020 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Restricted Service Commercial RSC1/RSC3/RSC5 Zone TO a Holding Residential R1 (h•R1-1) Zone and a Holding Residential R1 Special Provision (h•R1-1()) Zone;
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by JNF Group Inc., relating to the lands located at 355 Marconi Boulevard; and,
- c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision as submitted by JNF Group Inc., prepared by Archibald, Gray & McKay Ltd. (AGM) (Plan No. 8-L-5546, dated July 24, 2020), as red line revised which shows thirty (30) single detached residential dwelling lots and one (1) new street, SUBJECT TO the conditions appended to the staff report dated October 19, 2020 as Appendix "B";

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated October 2, 2020 from F. Strothers, by email, with respect to these matters;

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 draft plan of subdivision and zoning amendment is consistent with the Provincial Policy Statement (PPS), 2020, as it achieves objectives for efficient and resilient development and land use patterns. It represents a small infill development of single detached dwelling lots of modest size taking place within the City's urban growth area, and within an established suburban neighbourhood. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allows for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and avoids land use and development patterns which may cause

environmental or public health and safety concerns;

- the proposed draft plan and zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the proposed draft plan and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation; and,
- the recommended zoning is considered appropriate and compatible with the form and character of existing residential development in the surrounding neighbourhood

Motion Passed

14. (3.3) Demolition Request for Heritage Listed Property - 954 Gainsborough Road

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, with the advice of the Heritage Planner, the request to demolish the buildings on the heritage listed property located at 954 Gainsborough Road BE PERMITTED, and the following actions be taken:

- a) the Chief Building Official BE ADVISED of Municipal Council's intention in this matter; and,
- b) the property at 954 Gainsborough Road BE REMOVED from the Register of Cultural Heritage Resources;

it being pointed out that the Planning and Environment Committee reviewed and received a communication from S. Bharij, by email, 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.

Motion Passed

16. (3.5) Application - 348 Sunningdale Road East (Z-9011) (Relates to Bill No. 333)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Westchester Homes Ltd., relating to the property located at 348 Sunningdale Road East:

- a) the proposed by-law appended to the staff report dated October 19, 2020 BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM an Urban Reserve (UR1) Zone TO a Holding Residential R5 Special Provision (h-17*R5-3(_)) Zone and an Open Space Special Provision (OS5(_)) Zone;

it being noted that the following site plan matters were raised during the application review process:

- i) orientation of the southerly townhouse building to the Open Space area to the south and to Sunningdale Road East;
- ii) the provision of appropriately located and adequately protected outdoor amenity area to meet Ministry of the Environment, Conservation and Parks requirements;
- iii) extension of sidewalks to Sunningdale Road East along driveway; and,
- iv) ensure naturalization with feature restoration and compensation is required to be completed by the landowner in accordance with the mitigation measures in the recommendations and Table 2 of the Environmental Impact Assessment (MTE, March 30, 2020), and an approved Restoration and Monitoring Plan;

it being pointed out that the Planning and Environment Committee reviewed and received the a communication dated October 14, 2020 from P.A. and H. Reynolds, by email, 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 recommended Zoning By-law amendment is consistent with the Provincial Policy Statement (PPS), 2020 which encourages settlement areas to be the main focus of growth and development to provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents present and future;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the policies of the Neighbourhoods Place Type;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation which contemplates townhouse development up to a maximum density of 75 units per hectare; and,
- the subject lands represent an appropriate location for intensification in the form of townhouses, along a high-order street adjacent to existing development at an intensity that is appropriate for the site and surrounding neighbourhood.

Motion Passed

15. (3.4) Meadowlily Environmentally Significant Area - Conservation Master Plan (Z-9245) (Relates to Bill No.'s 314, 317 and 332)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application by The Corporation of the City of London, relating to the Meadowlily Woods Environmentally Significant Area:

- a) the proposed revised, ~~attached~~ by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend the Official Plan to:

- i) change the designation of the subject lands FROM Urban Reserve Community Growth, Multi-family High Density Residential, Multi-family Medium Density Residential and Environmental Review designations, TO an Open Space designation and FROM Environmental Review and Open Space designations TO an Urban Reserve Community Growth designation to align with the limits of the Meadowlily Woods Environmentally Significant Area;
 - ii) change Map Schedule B1 (Flood Plain and Environmental Features) TO apply an Environmentally Significant Area delineation to the lands identified as the Meadowlily Woods Environmentally Significant Area that are designated Open Space as amended above; and,
 - iii) change Section 19.2.2 Guideline Documents TO add the Meadowlily Woods Environmentally Significant Area Conservation Master Plan to the list of Guideline Documents;
- b) the proposed revised, ~~attached~~ by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 to amend The London Plan by changing Policy 1719_ 10 FROM Meadowlily Woods Master Plan TO Meadowlily Woods Environmentally Significant Area Conservation Master Plan;
- c) the proposed revised, ~~attached~~ by-law (Appendix "C") BE INTRODUCED at a future meeting of Municipal Council after the London Plan maps are in force and effect following the Local Planning Appeals Tribunal Hearings;
- i) change the Place Types on Map 1 - Place Types - FROM Neighbourhoods TO Green Space, and FROM Green Space TO Neighbourhoods to align with the limits of the Meadowlily Woods Environmentally Significant Area; and,
 - ii) change Map 5 - Natural Heritage - FROM Potential Environmentally Significant Area and Neighbourhood TO Environmentally Significant Area; and,
- d) the proposed revised, ~~attached~~ by-law (Appendix "D") BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 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 Urban Reserve (h-2*UR1) Zone, a Urban Reserve (UR4) Zone, a Holding Open Space (h-2*OS4) Zone, an Environmental Review (ER) Zone, an Open Space (OS1) Zone, an Open Space Special Provision (OS1(1)) Zone, an Open Space (OS2) Zone, an Open Space (OS4) Zone and an Open Space Special Provision (OS4(1)) Zone TO an Open Space (OS5) Zone;

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

- a communication dated October 13, 2020 and presentations from G. Smith, Friends of Meadowlily Woods Community Association; and,
- a communication from S. Levin, 59 Longbow Road;

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

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 natural features and areas shall be

protected for the long term and the diversity and connectivity of natural features in an area, and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved;

- the proposed amendment conforms to the policies of the 1989 Official Plan; and,
- the proposed amendment conforms to the policies of The London Plan.

Yeas: (14): Mayor E. Holder, M. van Holst, 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

Nays: (1): S. Lewis

Motion Passed (14 to 1)

17. (4.1) 7th Report the London Advisory Committee on Heritage

Motion made by: S. Turner

That, the following actions be taken with respect to the 7th Report of the London Advisory Committee on Heritage, from its meeting held on October 14, 2020:

a) clause 4.1 c) and d) of the 7th Report of the LACH BE REFERRED to the Civic Administration to report to the November 30, 2020 Planning and Environment Committee meeting relating to the properties located at 197 Ann Street and 183 Ann Street; it being noted that clause 4.1 c) and d) read as follows:

"c) the resource known as 197 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the ~~attached~~ evaluation of the property including the Statement of Cultural Heritage Value or Interest; it being noted that the properties located at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;

d) the resource known as 183 Ann Street BE DESIGNATED, pursuant to Part IV of the Ontario Heritage Act, based on the ~~attached~~ evaluation of the property including the Statement of Cultural Heritage Value or Interest;

it being noted that the properties at 175, 179, 183, and 197 Ann Street and 84 and 86 St. George Street have merged;"

b) the following actions be taken with respect to the Stewardship Sub-Committee Report, from its meetings held on September 23, September 30, October 5 and October 6, 2020:

i) the following properties BE ADDED to the Register of Cultural Heritage Resources based on the cultural heritage information presented in the North Talbot Cultural Heritage Inventory prepared by Timmins Martelle Heritage Consultants:

- 124 Albert Street
- 125 Albert Street
- 127 Albert Street
- 129 Albert Street
- 137 Albert Street
- 153-155 Albert Street
- 159 Albert Street
- 175-177 Albert Street
- 179-181 Albert Street
- 65 Ann Street
- 72 Ann Street

- 123 Ann Street
- 125 Ann Street
- 131-133 Ann Street
- 137 Ann Street
- 139 Ann Street
- 140 Ann Street
- 145 Ann Street
- 156 Ann Street
- 164 Ann Street
- 175 Ann Street
- 179 Ann Street
- 180 Ann Street
- 183 Ann Street
- 97 Barton Street
- 100 Central Avenue
- 122 Central Avenue
- 132 Central Avenue
- 133 Central Avenue
- 138 Central Avenue
- 140 Central Avenue
- 141 Central Avenue
- 144 Central Avenue
- 148 Central Avenue
- 150 Central Avenue
- 152 Central Avenue
- 154 Central Avenue
- 156 Central Avenue
- 177 Central Avenue
- 182 Central Avenue
- 183 Central Avenue
- 188 Central Avenue
- 190 Central Avenue
- 204 Central Avenue
- 64 Fullarton Street
- 66 Fullarton Street
- 156-158 Hyman Street
- 195 Hyman Street
- 197 Hyman Street
- 119 John Street
- 121 John Street
- 125 John Street
- 132 John Street
- 133 John Street
- 137 John Street
- 141 John Street
- 142 John Street
- 145 John Street
- 149 John Street
- 151 John Street
- 153 John Street
- 157 John Street
- 158 John Street
- 163 John Street
- 165 John Street
- 166 John Street
- 168 John Street
- 169 John Street
- 170 John Street
- 171 John Street
- 172 John Street
- 173 John Street
- 174 John Street

- 176 John Street
- 178 John Street
- 185 John Street
- 188 John Street
- 189 John Street
- 190-192 John Street
- 197 John Street
- 201 John Street
- 204-206 John Street
- 205 John Street
- 82-84 Kent Street
- 86-88 Kent Street
- 90 Kent Street
- 92 Kent Street
- 96 Kent Street
- 125 Mill Street
- 134 Mill Street
- 134 ½ Mill Street
- 136 ½ Mill Street
- 143 Mill Street
- 147 Mill Street
- 148 Mill Street
- 149 Mill Street
- 160 Mill Street
- 162-164 Mill Street
- 175 Mill Street
- 181 Mill Street
- 185-187 Mill Street
- 191-193 Mill Street
- 207 Mill Street
- 147 Piccadilly Street
- 176 Piccadilly Street
- 214 Piccadilly Street
- 571-575 Richmond Street
- 539 Richmond Street
- 579 Richmond Street
- 581-583 Richmond Street
- 595 Richmond Street
- 609 Richmond Street
- 633-635 Richmond Street
- 637 Richmond Street, 209 John Street
- 711 Richmond Street
- 569-571 Ridout Street North
- 583 Ridout Street North
- 1 St. George Street
- 3 St. George Street
- 4 St. George Street
- 5 St. George Street
- 6 St. George Street
- 7 St. George Street
- 8 St. George Street
- 9 St. George Street
- 10 St. George Street
- 11 St. George Street
- 14 St. George Street
- 49 St. George Street
- 51 St. George Street
- 52 St. George Street
- 53 St. George Street
- 60 St. George Street
- 61 St. George Street
- 62 St. George Street

- 64 St. George Street
- 66 St. George Street
- 75 St. George Street
- 77 St. George Street
- 84 St. George Street
- 86 St. George Street
- 100 St. George Street
- 123 St. George Street
- 130 St. George Street
- 132 St. George Street
- 135 St. George Street
- 547-551 Talbot Street
- 564 Talbot Street
- 569-571 Talbot Street
- 584 Talbot Street
- 590-592 Talbot Street
- 615 Talbot Street
- 620-622 Talbot Street
- 624 Talbot Street
- 625 Talbot Street
- 662 Talbot Street
- 664 Talbot Street
- 666 Talbot Street
- 668 Talbot Street
- 670 Talbot Street
- 694 Talbot Street
- 698 Talbot Street
- 700 Talbot Street
- 718 Talbot Street
- 724 Talbot Street;

it being noted that the Stewardship Sub-Committee does not recommend that the properties at 600 Talbot Street and 152 Albert Street be added to the Register of Cultural Heritage Resources;

ii) the property located at 1928 Huron Street BE ADDED to the Register of Cultural Heritage Resources based on the ~~attached~~ statement explaining the cultural heritage value or interest of the property; and,

iii) the balance of the above-noted Stewardship Sub-Committee Report, BE RECEIVED;

c) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the property located at 784 Hellmuth Avenue, within the Bishop Hellmuth Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- the replacement of the windows, specified in this Heritage Alteration Permit, be replaced no later than December 22, 2020; and,
- the Heritage Alteration Permit be displayed in a location visible from the street while the work is underway;

d) on the recommendation of the Director, Development Services, with the advice of the Heritage Planner, the following actions be taken with respect to the request to demolish the buildings on the heritage listed property located at 954 Gainsborough Road:

- i) the above-noted request to demolish BE PERMITTED;
- ii) the Chief Building Official BE ADVISED of Municipal Council's intention in this matter; and,

- iii) the property located at 954 Gainsborough Road BE REMOVED from the Register of Cultural Heritage Resources; and,
e) clauses 1.1, 3.1 and 3.2, BE RECEIVED for information;

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

- a communication dated October 15, 2020 from S. Allen, MHBC Planning, Urban Design & Landscape Architecture;
- a presentation by M. Tovey;
- a communication from A.M. Valastro;
- a communication from the North Talbot Neighbourhood Association;
- a communication dated October 15, 2020 from K. McKeating, President, Architectural Conservancy Ontario - London Region;
- a communication from P. Black, by e-mail;
- a communication dated October 15, 2020 from J. Grainger, 956 Colborne Street;
- a communication from E. Wiley, Library Assistant, The D.B. Weldon Library, Western University;
- a communication from D. Murphy, by e-mail;
- a communication from L. Tinsley, by e-mail;
- a communication from A. Peters, Forked River Brewing Company, by e-mail;
- a communication from S. Murdoch, by e-mail; and,
- a communication from M. Lee, by e-mail;

it being noted that the Planning and Environment Committee heard verbal delegations from M. Walley, Vice-Chair, London Advisory Committee on Heritage; A. Soufan, York Developments; M. Tovey and A.M. Valastro, with respect to these matters.

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

Nays: (2): M. Cassidy, and A. Hopkins

Motion Passed (13 to 2)

8.4 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 7 (2.5), 9 (3.2) and 10 (4.1).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) Strategic Plan: 2019 Performance Report

Motion made by: J. Helmer

That, on the recommendation of the City Manager, the staff report dated October 20, 2020 regarding the Strategic Plan including the 2019 Performance Report, BE RECEIVED for information.

Motion Passed

3. (2.6) Community Diversity and Inclusion Strategy Leadership Table Recommendations: Progress and Next Steps

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and with the concurrence of the City Manager, the staff report dated October 20, 2020 with respect to the Community Diversity and Inclusion Strategy Leadership Table Recommendations: Progress and Next Steps BE RECEIVED for information.

Motion Passed

4. (2.1) 2021 Development Charges Update Covering Report and Proposed By-law (Relates to Bill No. 318)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2021 Development Charges Update:

a) the 2021 Development Charges Background Study Update BE APPROVED;

b) the proposed by-law, as appended to the staff report dated October 20, 2020, being a by-law respecting the payment of Development Charges BE INTRODUCED at the meeting of Municipal Council to be held on October 27, 2020; it being noted that the by-law will come into force and effect on January 1, 2021;

c) the intention to meet the capital project needs of growth, as listed in the rate calculations contained in Appendices "B" through "K" of the 2021 DC Background Study Update BE CONFIRMED in accordance with the *Development Charges Act*, it being noted that further review will be undertaken through the annual Capital Budget process;

d) in accordance with Section 5(1)5 of the *Development Charges Act*, it BE CONFIRMED that the Municipal Council has expressed its intention that excess capacity of the works identified

in the 2021 Development Charges Background Study Update be paid for by Development Charges; and

e) it BE CONFIRMED that the Municipal Council has determined that no further public meeting is required pursuant to Section 12 of the *Development Charges Act*.

Motion Passed

5. (2.3) Annual Recognition Awards

Motion made by: J. Helmer

That, on the recommendation of the City Clerk, the following actions be taken with respect to the Annual Recognitions of the City of London:

a) the staff report dated October 20, 2020 entitled “Annual Recognition Awards 2020”, BE RECEIVED; and

b) notwithstanding the Diversity, Race Relations and Inclusivity Award Policy and the Mayor’s New Year’s Honour List Policy, the nominations submitted in 2020 for these awards BE FORWARDED to the Strategic Priorities and Policy Committee for consideration; it being noted that due to the COVID-19 emergency in person presentations and receptions will not occur.

Motion Passed

6. (2.4) Amendment - Terms of Reference Committee of Management for the Dearness Home (Relates to Bill No. 310)

Motion made by: J. Helmer

That, on the recommendation of the City Clerk, the proposed by-law appended to the staff report dated October 20, 2020 as Appendix “A”, being “A by-law to amend By-law No. A.-6582-255 being “A By-law to establish a Committee of Management for the Dearness Home in accordance with section 132 of the Long-Term Care Homes Act, 2007” by removing the requirement for a minimum of one meeting a year to be held at the Dearness Home due to health and safety concerns, BE INTRODUCED at the Municipal Council Meeting to be held on October 27, 2020.

Motion Passed

8. (3.1) Amendments to Consolidated Fees and Charges By-law (Relates to Bill No. 313)

Motion made by: J. Helmer

That, on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law, appended to the staff report dated October 20, 2020 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020 for the purpose of repealing By-law No. A-55, as amended, being “A by-law to provide for Various Fees and Charges” and replacing it with a new Fees and Charges By-law that adds and adjusts certain fees and charges for services or activities provided by the City of London;

it being noted that the following individual spoke at the public participation meeting associated with this matter;

M. Wallace, London Development Institute - indicating support for the staff report and suggesting the consideration of a different index in the calculation, for future years.

Motion Passed

11. (4.2) Appointment of Deputy Mayor (Relates to Bill No. 311)

Motion made by: J. Helmer

That, on the recommendation of the Mayor, the following actions be taken with respect to the appointment of the Deputy Mayor:

- a) the appointment of Councillor Josh Morgan as Deputy Mayor for the City of London, for a term commencing on December 1, 2020 and ending on November 15, 2022 to carry out such responsibilities as set out and as provided for in the Council Policy "Appointment of Deputy Mayor Policy" and the Council Procedure By-law, BE APPROVED;
- b) the proposed by-law, as appended to the staff report dated October 20, 2020 as Appendix "A" being "A by-law to appoint a Deputy Mayor for the City of London and to repeal By-law No. A.-7794-2, being a By-law to appoint a Deputy Mayor, as selected by the Mayor, for the City of London, BE INTRODUCED at the Municipal Council meeting to be held on October 27, 2020; and
- c) the City Clerk BE DIRECTED to bring forward to a future meeting of the Strategic Priorities and Policy Committee an amendment to Council Policy "Appointment of Deputy Mayor Policy" to incorporate wording that would ensure consideration of the appointment through a diversity, gender and inclusivity lens.

Motion Passed

12. (4.3) Committee Appointments

That the following appointments for the term December 1, 2020 to November 30, 2020 BE CONFIRMED:

Motion made by: J. Helmer

That the following appointments BE MADE to the Standing Committees of the Municipal Council for the term December 1, 2020 to November 30, 2021;

a) Planning and Environment Committee

Councillor P. Squire (Chair)
Councillor S. Hillier
Councillor A. Hopkins
Councillor S. Lehman
Councillor S. Lewis

b) Civic Works Committee

Councillor E. Pelozo (Chair)
Councillor J. Helmer
Councillor M. Cassidy
Councillor P. Van Meerbergen
Councillor S. Turner

c) Community and Protective Services Committee

Councillor J. Helmer (Chair)
Councillor S. Lewis
Councillor M. Salih
Councillor A. Kayabaga
Councillor S. Hillier

d) Corporate Services Committee

Councillor M. Cassidy (Chair)
Councillor M. van Holst
Councillor J. Morgan
Councillor E. Pelosa
Councillor A. Kayabaga

e) the communication dated October 18, 2020, from Councillor M. van Holst with respect to suggested assignments BE RECEIVED.

Motion Passed

13. (4.4) Master Accommodation Plan

Motion made by: J. Helmer

That the Civic Administration BE DIRECTED to initiate an update of the Master Accommodation Plan taking into account the potential for alternate work strategies and long term impacts on work space requirements resulting from the COVID-19 Pandemic.

Motion Passed

7. (2.5) Rapid Transit Implementation Working Group

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer and the City Clerk, the "Rapid Transit Implementation Working Group" (RTIWG) BE DISSOLVED as the mandate of the RTIWG has been completed; it being noted that the Terms of Reference of the RTIWG sets out that the Working Group shall dissolve upon completion of its mandate.

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

Nays: (4): M. van Holst, M. Salih, J. Helmer, and S. Turner

Motion Passed (11 to 4)

9. (3.2) 2021-2023 Water and Wastewater Rates (Relates to Bill No.'s 323 & 324)

That, on the recommendation of the Managing Director, Environmental and Engineering Services & City Engineer, and the Managing Director, Corporate Services & City Treasurer, Chief Financial Officer the following actions be taken with respect to the 2021-2023 Water and Wastewater rates and charges:

a) the proposed by-law, appended to the staff report dated October 20, 2020 as Appendix “A”, “A by-law to amend By-law WM-28 being ‘A by-law for regulation of wastewater and stormwater drainage systems in the City of London’”, as amended by providing for an increase in the rates and charges, BE INTRODUCED at the Municipal Council meeting to be held October 27, 2020 to effect rates and charges increases of 2.5 percent effective January 1, 2020, an additional 2.7 percent effective July 1, 2021, 2.5 percent effective January 1, 2022, and 2.5 percent effective January 1, 2023; and,

b) the proposed by-law, appended to the staff report dated October 20, 2020 as Appendix “B”, “A by-law to amend By-law W-8 being ‘A by-law to provide for the Regulation of Water Supply in the City of London’”, as amended by providing for an increase in the rates and charges, BE INTRODUCED at the Municipal Council meeting to be held October 27, 2020 to effect rates and charges increases of 2.5 percent effective January 1, 2021, 2.5 percent effective January 1, 2022, and 2.5 percent effective January 1, 2023;

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

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

Nays: (3): A. Hopkins, S. Turner, and E. Pelozo

Motion Passed (12 to 3)

10. (4.1) London Hydro Proposed Corporate Restructuring

That part b) BE AMENDED to read as follows:

b) the Civic Administration BE DIRECTED to investigate the option of creating an unregulated company and bring forward a report that would compare this option with the options outlined in the above-noted report in a timeframe that allows for the chosen affiliate structure to be in place by the first week of February.

Motion made by: J. Helmer

That the following actions be taken with respect to proposed Corporate restructuring to London Hydro:

a) the staff report dated October 20, 2020 with respect to the restructuring proposal by London Hydro Inc. (LHI) BE RECEIVED for information; and

b) the Civic Administration BE DIRECTED to investigate the option of creating an unregulated company and bring forward a report that would compare this option with the options outlined in the above-noted report;

it being noted that the Strategic Priorities and Policy Committee received a communication dated October 16, 2020 from Councillor M. van Holst 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)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

12.1 (ADDED) Bill 218 and Ranked Ballots

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

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion expressing concern with the Province of Ontario's proposal to amend the Municipal Elections Act, 1996 that would remove the option for a municipality to hold a Ranked ballot election.

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

Motion Passed (15 to 0)

Motion made by: J. Helmer
Seconded by: J. Morgan

That the following actions be taken with respect to the Bill 218 "An Act to enact the Supporting Ontario's Recovery Act, 2020":

a) the Civic Administration BE DIRECTED to submit the following comments on behalf of the City of London (the "City") to the Province of Ontario with respect to the proposed changes to the Municipal Elections Act, 1996 :

i) the City does not support the proposed changes to the Municipal Elections Act, 1996, specifically related to the removal of the option for a municipality to hold a ranked ballot election;

ii) the City does support the principle that each municipality should be able to choose whether or not to use first-past-the-post or a ranked ballot election; and,

iii) the City encourages the provincial government to meaningfully consult with municipalities on municipal issues before introducing legislative changes of this magnitude;

b) the Mayor BE REQUESTED to ask the Premier and the Minister of Municipal Affairs and Housing to exempt the City of London from the proposed changes to the Municipal Elections Act, 1996 as set out in Bill 218, if the Province proceeds with the legislation as drafted; and,

c) the Civic Administration BE DIRECTED to report back with an estimate of the costs of being forced by the Province to switch back to a first-past-the-post Municipal Election in 2022.

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

Nays: (1): P. Squire

Motion Passed (14 to 1)

13. By-laws

Motion made by: P. Van Meerbergen

Seconded by: S. Lehman

That Introduction and First Reading of Bill No.'s 310 to 333, excluding Bill No. 324, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: E. Pelozo

Seconded by: S. Hillier

That Second Reading of Bill No.'s 310 to 333, excluding Bill No. 324, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Turner

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s 310 to 333, excluding Bill No. 324, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No. 324, BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Pelozo

Motion Passed (12 to 3)

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

That Second Reading of Bill No. 324, BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Pelozo

Motion Passed (12 to 3)

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

That Third Reading and Enactment of Bill No. 324, BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Pelozo

Motion Passed (12 to 3)

4. Council, In Closed Session

Motion made by: E. Pelozo
Seconded by: A. Hopkins

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

4.1. 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 instructions 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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose. (6.2/16/CSC)

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

Motion Passed (15 to 0)

The Council convenes, In Closed Session, at 5:32 PM, with Mayor E. Holder in the Chair and all Members participating.

At 5:45 PM, the Council resumes in public session, with Mayor E. Holder in the Chair and all Members participating.

9. Added Reports

9.1 16th Report of Council In Closed Session

Motion made by: P. Squire

Seconded by: S. Lehman

1. Property Acquisition – Fanshawe Park Road / Richmond Street Intersection Improvement Project - 1680 Richmond Street Space

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 the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 1680 Richmond Street, further described as Part of Blocks 1 and 2, Plan 33M-103 and Part of lot 16, Concession 4, Geographic Township of London, in the City of London, County of Middlesex, described as Parts 1, 2, 3, 4, 7 and 8, Plan 33R-20496, being part of PINS 08083-0003(LT), 8083-2233(LT) and 8083-2235(LT), as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Fanshawe Park Road / Richmond Street Intersection Improvements Project, the following actions be taken:

a) the offer submitted by CF / Realty Holdings Inc., attached as Schedule “A”, to sell the subject property to the City, for the sum of \$248,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor’s reasonable legal, appraisal costs, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage; and

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

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

Motion Passed (15 to 0)

13. By-laws Continued

Motion made by: P. Van Meerbergen

Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 309, and the Added Bill No. 334 BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: M. Cassidy

Seconded by: S. Hillier

That Second Reading of Bill No. 309, and the Added Bill No. 334 BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: M. Cassidy

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No. 309, and the Added Bill No. 334 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)

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

Bill	By-law
Bill No. 309	By-law No. A.-8026-219A by-law to confirm the proceedings of the Council Meeting held on the 27th day of October, 2020. (City Clerk)
Bill No. 310	By-law No. A.-6582(a)-220A by-law to amend By-law A.-6582-255 being “A by-law to establish a Committee of Management for the Dearness Home in accordance with section 132 of the Long-Term Care Homes Act, 2007” by removing the requirement for a minimum of one meeting a year to be held at the Dearness Home due to health and safety concerns. (2.4/17/SPPC)
Bill No. 311	By-law No. A.-8027-221A by-law to appoint a Deputy Mayor for the City of London and to repeal By-law No. A.-7794-2 being “A by-law to appoint a Deputy Mayor, as selected by the Mayor, for the City of London”. (4.2b/17/SPPC)
Bill No. 312	By-law No. A.-8028-222A by-law to approve a Joint Occupancy and Use Agreement between the Corporation of the City of London, the Elgin Area Primary Water Supply System, the Aylmer Area Secondary Water Supply System, and the St. Thomas Secondary Water Supply System with respect to the Elgin-Middlesex Pumping Station. (2.6a/12/CWC)
Bill No. 313	By-law No. A-56A by-law to provide for Various Fees and Charges and to repeal By-law A-55 being “A by-law to provide for Various Fees and Charges”. (3.1/17/SPPC)
Bill No. 314	By-law No. C.P.-1284(vq)-223A by-law to amend the Official Plan for the City of London, 1989 relating to the Meadowlily Environmentally Significant Area. (3.4a/16/PEC)
Bill No. 315	By-law No. C.P.-1467(i)-224A by-law to amend C.P.-1467-175, as amended, being “A by-law to establish financial incentives for the Downtown Community Improvement Project Areas”. (2.1a/16/PEC)
Bill No. 316	By-law No. C.P.-1468(e)-225A by-law to amend C.P.-1468-176, as amended, being “A by-law to establish financial incentives for the Old East Village Community Improvement Project Area”. (2.1b/16/PEC)
Bill No. 317	By-law No. C.P.-1512(aa)-226A by-law to amend The London Plan for the City of London, 2016 relating to the Meadowlily Environmentally Significant Area. (3.4b/16/PEC)
Bill No. 318	By-law No. C.P.-1551-227A by-law respecting the payment of Development Charges. (2.1b/17/SPPC)

Bill No. 319	By-law No. L.S.P.-3487-228A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Fanshawe Park Road / Richmond Street Intersection Improvements Project (2.3d/16/CSC)
Bill No. 320	By-law No. PS-113-20056A 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. 321	By-law No. S.-6076-229A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway (as widening to Stoneybrook Crescent, south of Fanshawe Park Road East). (Chief Surveyor - pursuant to SPA20-024 and in accordance with Zoning By-law Z-1)
Bill No. 322	By-law No. S.-6077-230A by-law to lay out, constitute, establish, name, and assume lands in the City of London as public highway to be known as Veterans Memorial Parkway (namely Veterans Memorial Parkway, between Huron Street and Clarke Road) (Chief Surveyor)
Bill No. 323	By-law No. W-8-2008A by-law to amend By-law W-8 being "A by-law to provide for the Regulation of Water Supply in the City of London", as amended, by providing for an increase in the rates and charges. (3.2b/17/SPPC)
Bill No. 324	By-law No. WM-28-20009A by-law to amend By-law WM-28 being "A by-law for regulation of wastewater and stormwater drainage systems in the City of London", as amended, by providing for an increase in the rates and charges. (3.2a/17/SPPC)
Bill No. 325	By-law No. Z.-1-202878A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3635 Southbridge Avenue; legally described as Block 127 Plan 33M-785 (2.4/16/PEC)
Bill No. 326	By-law No. Z.-1-202879A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3575 Southbridge Avenue; legally described as Block 125 Plan 33M-785. (2.5/16/PEC)
Bill No. 327	By-law No. Z.-1-202880A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1605 Twilite Boulevard. (2.6/16/PEC)
Bill No. 328	By-law No. Z.-1-202881A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3620 Southbridge Avenue; legally described as Block 124 Plan 33M-785. (2.7/16/PEC)

Bill No. 329	By-law No. Z.-1-202882A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3740 Southbridge Avenue; legally described as Block 130 Plan 33M-785. (2.8/16/PEC)
Bill No. 330	By-law No. Z.-1-202883A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for portions of the lands located at 965 Upperpoint Avenue. (2.10/16/PEC)
Bill No. 331	By-law No. Z.-1-202884A by-law to amend By-law No. Z.-1 to rezone lands located at 355 Marconi Boulevard. (3.2/16/PEC)
Bill No. 332	By-law No. Z.-1-202885A by-law to amend By-law No. Z.-1 to rezone the Meadowlily Environmentally Significant Area. (3.4d/16/PEC)
Bill No. 333	By-law No. Z.-1-202886A by-law to amend By-law No. Z.-1 to rezone an area of land located at 348 Sunningdale Road East. (3.5/16/PEC)
Bill No. 334	(ADDED) By-law No. A.-8029-231A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and CF/ Realty Holdings Inc., for the acquisition of property located at 1680 Richmond Street, in the City of London, for the Fanshawe Park Road / Richmond Street Intersection Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/16/CSC)

14. Adjournment

Motion made by: A. Hopkins

Seconded by: M. Cassidy

That the meeting BE ADJOURNED.

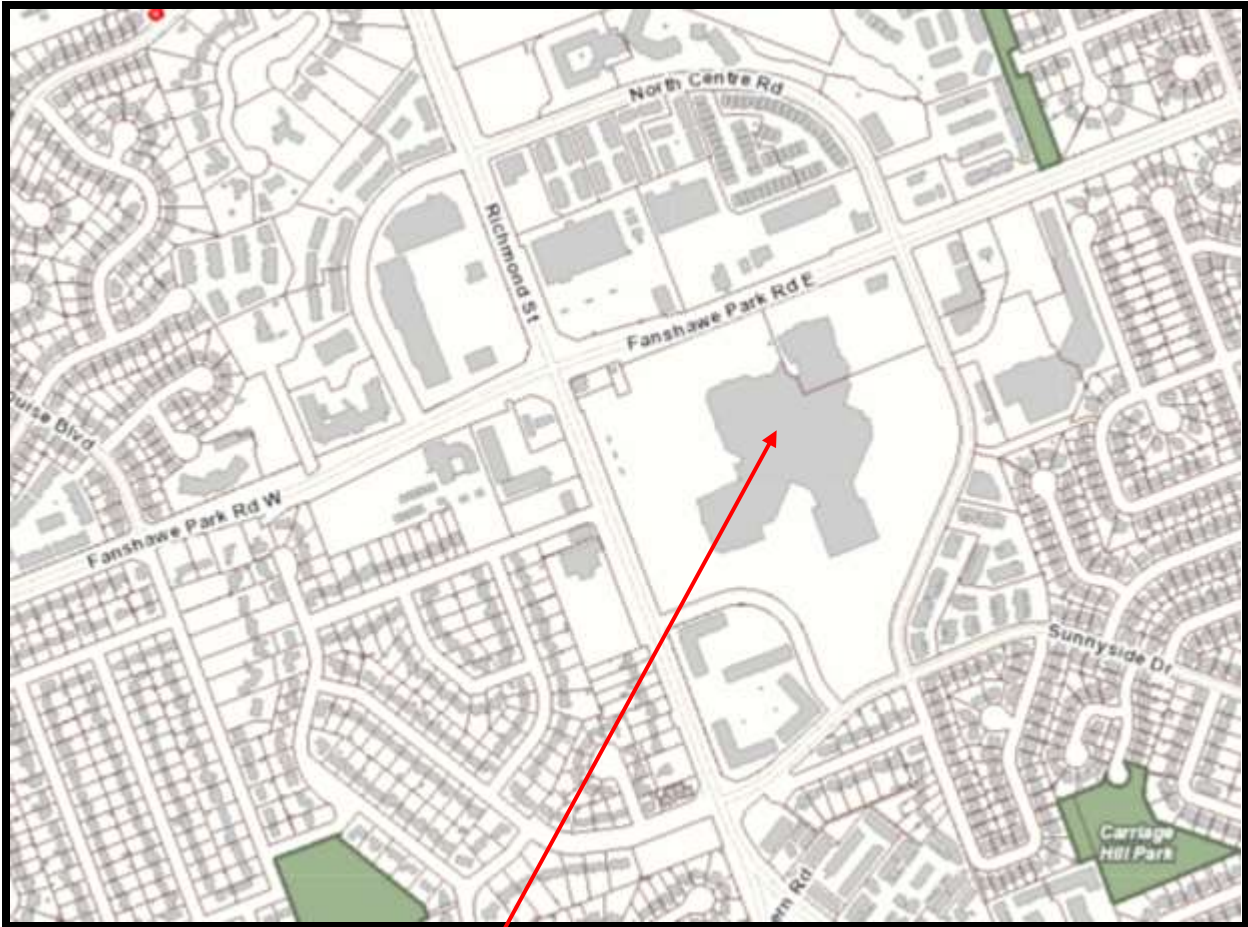
Motion Passed

The meeting adjourns at 5:56 PM.

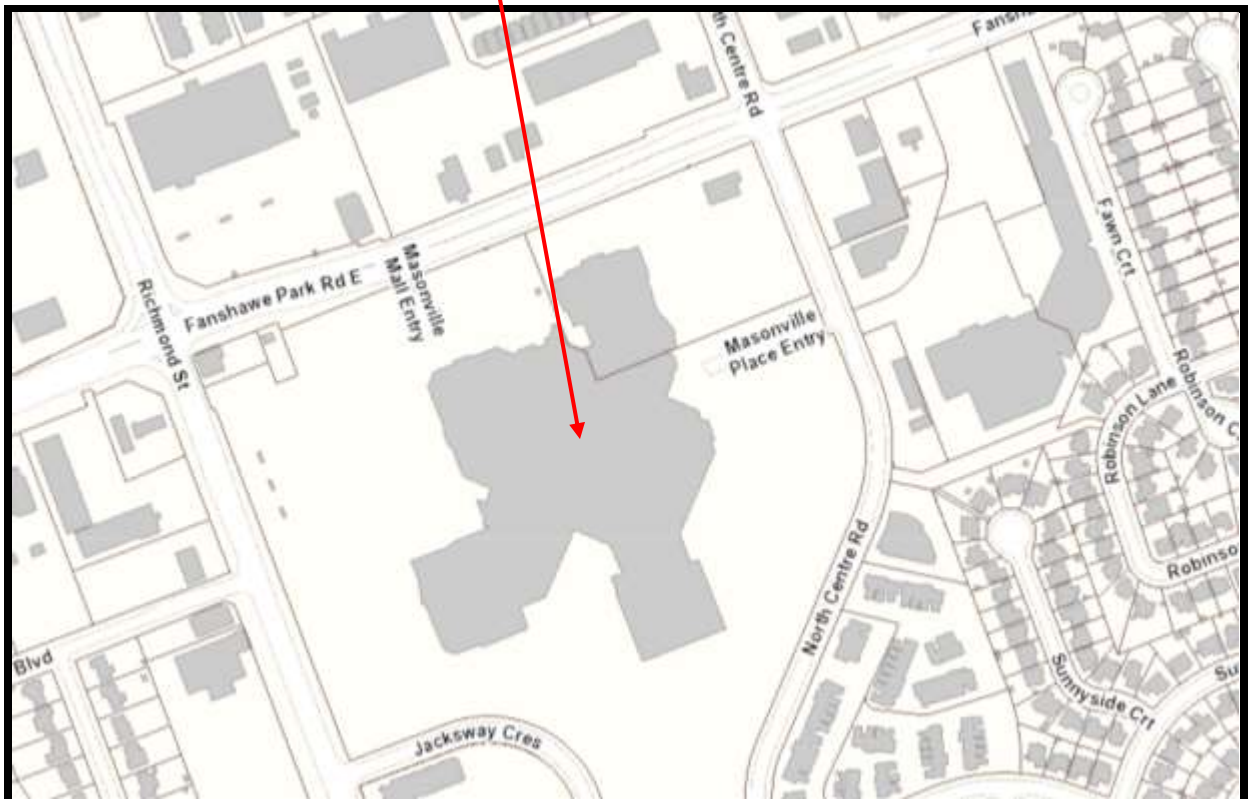
Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "B"
LOCATION MAP



1680 RICHMOND STREET



SCHEDULE "A"
Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: CF / REALTY HOLDINGS INC.

REAL PROPERTY:

Address: 1680 Richmond Street, London, Ontario, N6G 3Y9

Location: Southeast corner Richmond Street and Fanshawe Park Road East

Measurements: 6,180.77 square feet (total area of partial acquisition)

Legal Description: Parts of Plan M103 BLK 1 PLAN M206
BLKS 1 TO 4 CON 4
PT LOT 16 AND RP 43R364 PT PART 1
in the City of London, County of Middlesex (parent parcel),
designated as Parts 1, 2, 3, 4, 7 and 8, on Plan 33R-20496,
being PARTS of PINs: 08083-2235; 08083-2233; and 08083-0003 (LT)

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price of **TWO-HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS CDN (\$248,000.00)** is payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **October 28, 2020**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **November 25, 2020**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 10, 2020**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the *Planning Act* are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No.

_____ of the Council of The Corporation of the City of London passed the
 _____ day of _____, 2020.

THE CORPORATION OF THE CITY OF LONDON

 Ed Holder, Mayor

 Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this _____ day of _____, 2020.

CF / REALTY HOLDINGS INC.

Per:  _____

Name: Wayne Barwise

Title: Authorized Signatory

Per: _____

Name: _____

Title: _____

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Shane Rayman, Rayman Beitchman LLP, 250 Yonge Street, Suite 2200, PO Box 4, Toronto, ON, M5B 2L7, Phone: 416-597-5406, Fax: 437-222-9001, Email: shane@rbllp.com

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

SCHEDULE "A"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction.
2. **SECTION 30 OF THE EXPROPRIATIONS ACT:** Pursuant to the provisions of Section 30 of the *Expropriations Act*, the Vendor hereby consents to the acquisition of the herein described lands by the Purchaser.

The parties hereby consent to an application by the Vendor or the Purchaser to the Local Planning Appeal Tribunal ("LPAT") for the determination by LPAT of the compensation which the Vendor would be entitled to by the *Expropriations Act* if the land were expropriated. If no such application has been made to LPAT on or before two (2) years following the completion of the road widening and reconstruction and all related works for which the lands are being acquired under this Agreement, then the Vendor and the Purchaser shall be deemed to have accepted the amount of compensation stated in this Agreement, together with any services and materials to be provided by the Purchaser in this Agreement, as payment in full of any and all compensation due to the Vendor for the lands and all entitlements stated in the *Expropriations Act*.

The Purchaser hereby agrees to pay to the Vendor any compensation determined by LPAT or in the event of an appeal, as determined by the Court on appeal, in excess of the amount of compensation paid pursuant to this Agreement.

If the amount of compensation stated in this Agreement exceeds the compensation awarded by LPAT or Court, the Vendor agrees to refund this difference to the Purchaser within 30 days of the decision of LPAT or the Court.

The date of valuation of this Agreement is the date of its signing by the Vendor.

The above clauses do not limit the Purchaser or the Vendor from obtaining a final settlement of compensation prior to an application by the Vendor or the Purchaser to LPAT.

This Agreement, made pursuant to Section 30 of the *Expropriations Act*, does not dispense with a hearing before the Board of Negotiation. The parties agree not to proceed to arbitration before LPAT for the determination of the compensation unless the Purchaser and the Vendor have agreed to dispense with negotiations before the Board of Negotiation or negotiations before same do not result in a settlement of the compensation.

3. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
4. **ACCESS:** The Purchaser agrees to allow the Vendor to reserve over the Property a right of way for ingress and egress until such time as the Property is dedicated by by-law as a public highway.
5. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 2 and 4 shall survive and shall not merge upon the completion of this transaction.

APPENDIX "A"
CONFIDENTIAL

Chair and Members
Corporate Services Committee

#20149
October 19, 2020
(Property Acquisition)

RE: Property Acquisition - Fanshawe Park Road / Richmond Street Intersection
Improvement Project - 1680 Richmond Street
(Subledger LD190130)
Capital Project TS1134 - Intersection - Richmond St & Fanshawe Park Rd
CF / Realty Holdings Inc.

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, with the concurrence of the Director, Roads and Transportation and the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$1,200,000	\$823,665		\$376,335
Land Purchase	4,500,000	68,993	320,714	4,110,293
Construction	941	941		0
City Related Expenses	49,059	5,624		43,435
Utilities	100,000			100,000
NET ESTIMATED EXPENDITURES	\$5,850,000	\$899,224	\$320,714 1)	\$4,630,062
SOURCE OF FINANCING				
Debenture By-law No. W.-5581-134	3) \$632,500	\$97,224	\$34,675	\$500,601
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 5,217,500	802,000	286,039	4,129,462
TOTAL FINANCING	\$5,850,000	\$899,224	\$320,714	\$4,630,062

1) Financial Note:

Purchase Cost	\$248,000
Add: Legal Fees/ Additional Compensation	65,000
Add: Land Transfer Tax	2,205
Add: HST @13%	40,690
Less: HST Rebate	(35,181)
Total Purchase Cost	\$320,714

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

NOTE TO CITY CLERK

3) The City Clerk be authorized to increase Debenture By-law No. W.-5581-134 as amended by By-law No. W.-5581(a)-137 by \$237,500 from \$395,000 to \$632,500.

kw


Jason Davies
Manager of Financial Planning & Policy



November 5, 2020

Dear Mayor Ed Holder and City Councillors of London,

May I please share information in support of the motion on how the City of London could address the distribution of graphic images? I understand this motion will be voted on during the Council meeting of Nov 10. I respectfully ask that the Mayor and Council vote in favour.

The motion is not a “ban”:

Several anti-abortion groups submitted letters to the Community and Protective Services Committee in opposition to the banning of flyer delivery to homes. This motion does not in any way “ban” the flyers, it simply directs Civic Administration to investigate options to address community concerns around the graphic flyers. There is no reason to vote against the motion because it is exploratory at this stage.

Nevertheless, since one of the eventual options may be a bylaw that limits flyer delivery to residents’ homes, it is important to note that such a bylaw does not necessarily entail a “ban” on the flyers, or at least not one that would be unjustifiable under the Charter.

Freedom of expression not a strong argument for the flyers:

It is questionable whether the Charter right to freedom of expression has much application in this circumstance. A bylaw that restricts delivery of unwanted flyers to homes is merely backing up the resident’s stated wish not to receive flyers on their private property (i.e., via a “No Flyers” or similar sign).

Even if there was an infraction where the city laid charges under the bylaw and it went to court, it is doubtful that a freedom of expression argument would win. If a judge allowed the issue, they could find that the bylaw justifiably limited this Charter right to protect other rights. In this case, a flyer bylaw would meet the city’s objective of respecting the privacy of people and families in their own homes, protecting any children who could be upset by the images, and protecting women who may experience trauma at seeing the images because of past or current pregnancy experiences. Second, the images are being forced on a “captive audience,” since the resident has no choice but to receive them. There is no right to force one’s viewpoint on a captive audience – particularly when the audience has already refused the message, such as via a “No Flyers” or “No Trespassing” sign.

Here is an unofficial opinion from our lawyer Don Crane (who is retired) – he said: “I would guess that anyone who wants to deliver a flyer to someone else’s front steps would try to claim that they have a Charter right to do so, but I think it is doubtful that the claim would be given much credit, legally. Presumably the right of free expression does not come with a licence to trespass on someone’s property in order to exercise that right. From that point of view, I would think that bylaws regulating the dissemination of materials to people’s front doors would be found to be lawful.”

Finally, even if a ban on unwanted flyer delivery at homes engages the Charter, such a ban would not be overbroad. Flyers can be distributed in other ways, so delivery to homes is not essential and the bylaw could be seen as a justifiable and narrow limit to freedom of expression. Or, if material might be deemed objectionable, the city could require it to be placed in an envelope with a warning sticker. Municipalities can also specify exemptions to their flyer bylaw. For example, Ottawa and Calgary already have these bylaws and they exempt election-related materials, newspapers to paid subscribers, community newspapers, and government information circulars. Perhaps cities could make other exemptions to ensure that well-intentioned people and businesses who distribute harmless materials are not punished. (By the way, Winnipeg has a 2008 bylaw prohibiting unwanted flyers but with *no* exemptions, and none of the bylaws in these three cities have been challenged in court.)

Advertising Code not relevant to flyer bylaw:

While ARCC advocates use of the *Canadian Code of Advertising Standards* to help cities deal with unacceptable public messaging (not just anti-abortion messaging), the Code doesn’t need to be the subject of discussions or research as the City of London examines how to deal with the flyers – that’s because a bylaw to address them does not need to rely on the Code. (Nonetheless, the graphic images have been found to contravene the Code in any venue/format, including flyer delivery.)

In terms of unacceptable messaging *in public*, such as signage or advertisements, the Code is indeed a useful and accepted standard that at least 77 cities across Canada rely on, and several court decisions have said it is a reasonable guide for cities to use. Of course, it is not the only thing – cities must evaluate messaging using a range of considerations, such as a city’s statutory objectives and an advertiser’s freedom of expression.

It’s not about pro-choice vs. anti-choice:

There was a concern at the committee meeting about this being an issue between pro-choice and anti-choice, or taking one side over the other. Although ARCC is a pro-choice group, most of the remedies we recommend for dealing with the graphic images do not depend on pro-choice views – the issue here is about the graphic nature of the flyers. One can imagine other types of objectionable images or messages that should not be thrust into peoples’ homes without their permission. (An example is the *Epoch Times*, a newspaper periodically distributed to homes in some Canadian cities; it has been called racist and inflammatory:

<https://www.cbc.ca/news/canada/epoch-times-coronavirus-bioweapon-1.5548217>).

Further, ARCC's Trespass Remedy (www.arcc-cdac.ca/trespass-remedy) allows residents to use provincial trespass legislation to prohibit entry onto their property. This has nothing to do with the abortion issue, other than the barred trespasser happening to be an anti-choice group.

I would also point you to bylaws in other cities that limit the graphic signage or flyers, but without restricting them in particular. For example, Calgary's new amendment to its *Temporary Signs on Highways* bylaw limits any sign with advocacy messaging to 5" x 3.5" within 150 metres of any Calgary school, but only during school hours. The bylaw is justified based on schoolchildren being a "captive audience," and is likely to withstand Charter scrutiny because it is narrowly crafted.

There is one key aspect, however, where we should not overlook the rights of vulnerable groups who are protected from discrimination by the Charter and human rights codes. The implied message behind the graphic images is that people who have abortions are murderers and that their reproductive rights should be curtailed. Since women and transgender people who can get pregnant are protected from discrimination under the Charter (section 15) on the basis of sex, a reasonable argument can be made that the graphic flyers (and signage) are discriminatory – and possibly even hate speech in cases where public upset may lead to altercations. (To be hate speech, a message must be likely to incite hatred against a vulnerable group and likely to lead to a breach of the peace – Criminal Code, Section 319.)

Thank you very much for considering my views and information, and I hope that you will all vote in favour of the motion.

Sincerely,



Joyce Arthur
Executive Director
Abortion Rights Coalition of Canada (ARCC)
POB 2663, Station Main
Vancouver, BC, V6B 3W3
joyce@arcc-cdac.ca
www.arcc-cdac.ca
Cell: 604-351-0867

Community and Protective Services Committee

Report

The 12th Meeting of the Community and Protective Services Committee
November 3, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire,
S. Hillier, Mayor E. Holder

ALSO PRESENT: J.Bunn, M. Schulthess and J. Taylor

Remote attendance: Councillors A. Hopkins, A. Kayabaga and
E. Pelozza; C. Cooper, K. Dickins, L. Hancock, O. Katolyk, L.
Loubert, L. Marshall, J.P. McGonigle, A. Pascual, D. Purdy, C.
Smith, S. Stafford and B. Westlake-Power

The meeting was called to order at 4:01 PM; it being noted that
the following Members were in remote attendance: Mayor E.
Holder, Councillors S. Hillier, M. Salih and M. van Holst

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: S. Hillier

Seconded by: P. Squire

That Items 2.1 to 2.7 BE APPROVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 Homeless Prevention Head Lease Program (Single Source 20-34)

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing,
Social Services and Dearness Home and the concurrence of the Director,
Financial Services, the following actions be taken with respect to the
Homeless Prevention Head Lease Program – Single Source 20-34:

a) the proposed by-law, as appended to the staff report dated
November 3, 3030, BE INTRODUCED at the Municipal Council Meeting to
be held November 10, 2020 to:

i) approve the standard form “Lease Agreement”, as appended to the
above-noted by-law, as the standard form of Agreement between the City
of London and Landlords for the Head Lease program;

ii) delegate discretionary authority to the Managing Director, Housing,
Social Services and Dearness Home to execute Agreements with
landlords for the Head Lease program, employing the above-noted
standard form of agreement;

iii) delegate authority to the Managing Director Housing, Social Services
and Dearness Home, or written designate, to approve and execute such
further and other documents, including amending agreements, that may
be required in furtherance of the Lease Agreement that are consistent with
the requirements contained in the above-noted standard form Lease

Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management; and,

iv) delegate authority to the Managing Director, Housing, Social Services and Dearness Home to undertake all the administrative, financial and reporting acts in connection with the above-noted Lease Agreement;

b) the reallocation of the one-time assessment growth funding from the Housing Allowances program to the Head Lease program, in the amount of up to \$300,000, BE APPROVED and the Civic Administration BE DIRECTED to contribute any unspent portion of this funding, at the end of 2020, to the Operating Budget Contingency Reserve to fund the program in 2021; and,

c) a Single Source Procurement (SS 20-34), as per section 14.4(a) of the Procurement of Goods and Services Policy, BE AWARDED to Wastell Homes for the provision of units at an estimated cost of \$80,000 (excluding HST) to provide units for the Head Lease program for a one (1) year term with an option to renew for one (1) additional one year term. (2020-S14)

Motion Passed

2.2 Capital Repair and Improvement Program - Loan Funding Request

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Capital Repair and Improvement Program Loan Funding Request:

a) the Capital Repair and Improvement Loan of \$535,260 for capital repairs in accordance with By-law No. A.-7519-79, as appended to the staff report dated November 3, 2020, along with \$251,566 of the Canada-Ontario Community Housing Initiative (COCHI) funding, for a total allocation to The Spirit of 1919 Co-Operative Inc. in the amount of \$786,826, BE APPROVED; and,

b) the financing for the above-noted loan BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report. (2020-F11A)

Motion Passed

2.3 Update on Free Menstrual Products Available at City Facilities

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated November 3, 2020, with respect to an update on Free Menstrual Products Available at City Facilities, BE RECEIVED. (2020-S12)

Motion Passed

2.4 Nasal Naloxone Kits Available for Public Use in Some City of London Facilities Update Report

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the following actions be taken with respect to an update on Nasal Naloxone Kits Available for Public Use in Some City of London Facilities:

a) the staff report dated November 3, 2020, with respect to this matter, BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to continue to supply two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round; it being noted that the Middlesex-London Health Unit supports this recommendation. (2020-S08)

Motion Passed

2.5 London's Film and Multi-Media Strategy Update

Moved by: S. Hillier

Seconded by: P. Squire

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

a) the staff report dated November 3, 2020 BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to submit a business case as part of the 2021 Annual Budget Update process to support the implementation of the Film and Multi-Media strategic objectives as outlined in this report. (2020-R08/M18)

Motion Passed

2.6 Amendment #1 - Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home

Moved by: S. Hillier

Seconded by: P. Squire

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and the concurrence of the Administrator, Dearness Home, the following actions be taken with respect to a Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home:

a) the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020, to:

i) approve the Amending Agreement to the Lifemark Agreement, substantially in the form appended to the staff report dated November 3, 2020, between The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc.;

- ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- iii) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lifemark Agreement that are consistent with the requirements contained in the Lifemark Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management. (2020-S02)

Motion Passed

2.7 Canada Mortgage and Housing Corporation (CMHC) Seed Funding Contribution Agreement and CMHC Loan Agreement

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

- a) approve the standard form "CMHC Seed Funding Contribution Agreement", substantially in the form appended to the above-noted by-law, as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
- b) delegate discretionary authority to the Managing Director, Housing, Social Services and Dearness Home to approve of agreements with Canada Mortgage and Housing Corporation that are based on the above-noted standard form of agreement with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable; and,
- c) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-S11/F11)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 Invitation to Dr. Mackie to Discuss COVID-19 Health Measures

Moved by: M. van Holst
Seconded by: P. Squire

That the communication, dated October 26, 2020, from Councillor M. van Holst, with respect to extending an invitation to Dr. C. Mackie, Middlesex-

London Health Unit, for a discussion about COVID-19 responses and public health measures, BE RECEIVED. (2020-S08)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 Proposed Amendment to the Sign By-law - Petition - D. Ronson, Pro-choice London

That the following actions be taken with respect to graphic, unsolicited flyer deliveries to residential properties:

a) the Civic Administration BE DIRECTED to investigate options to address community concerns around graphic, unsolicited flyer deliveries to residential properties and report back to a future meeting of the Community and Protective Services Committee, outlining information and options including, but not limited to:

- i) steps taken by other municipalities with respect to this matter; and,
- ii) potential amendments to the existing municipal nuisance by-law or introduction of a new by-law with respect to this matter;

b) the communication, dated November 1, 2020, from Councillor van Holst, with respect to this matter, BE REFERRED to the Civic Administration for consideration;

c) the delegation request by M. McCann, London Against Abortion, BE REFERRED to a future public participation meeting with respect to this matter; it being noted that a communication from M. McCann, dated October 30, 2020, with respect to this matter, was received; and,

d) the following communications BE RECEIVED with respect to this matter:

- a communication, dated October 16, 2020, from D. Ronson, Pro-Choice London;
- a communication from Councillors A. Hopkins, S. Lewis, A. Kayabaga and E. Peloza;
- a communication, dated October 31, 2020, from B. Alleyne, Canadian Centre for Bio-Ethical Reform;
- a communication, dated November 1, 2020, from A. Marchand, London Area Right to Life Association; and,
- a communication, dated November 2, 2020, from T. Ewert, We Need a Law. (2020-T07)

Motion Passed

Voting Record:

Moved by: S. Lewis

Seconded by: E. Holder

Motion to approve part a).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Hillier
Seconded by: S. Lewis

Motion to approve part b).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve part c).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

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

Motion to approve part d).

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Proposed Amendment to the Noise/Sound By-law - High Frequency Noise - Request for Delegation Status - D. Mailer

Moved by: P. Squire
Seconded by: E. Holder

That the request for delegation by D. Mailer with respect to amending the City of London Noise/Sound By-law to prohibit the use of outdoor high frequency sound emitting devices within city limits BE APPROVED for the December 1, 2020 Community and Protective Services Committee meeting; it being noted that a communication dated October, 26, 2020 from D. Mailer and a communication dated October 29, 2020 from O. Williams, with respect to this matter, were received. (2020-P01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.4 (ADDED) Canada Mortgage and Housing Corporation (CMHC) - Rapid Housing Initiative (RHI)

Moved by: S. Hillier
Seconded by: M. van Holst

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

a) authorize and approve the standard form “Rapid Housing Initiative (RHI) Agreement”, substantially in the form appended to the above-noted by-law, to be completed in accordance with the RHI program between the Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;

b) delegate duties of the City, as Recipient to the “Rapid Housing Initiative (RHI) Agreement”, as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative program to the Housing Development Corporation, London (HDC), as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer; and,

c) authorize the Mayor and the City Clerk to execute program agreements or amendments as required related to the Rapid Housing Initiative;

it being noted that the City, as Service Manager, will retain responsibilities for ongoing operational compliance.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Hillier

Seconded by: E. Holder

That the Deferred Matters List for the Community and Protective Services Committee, as at October 26, 2020, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 5:32 PM.

Corporate Services Committee

Report

17th Meeting of the Corporate Services Committee
November 2, 2020

PRESENT: Councillors A. Kayabaga (Chair), M. van Holst, J. Helmer, J. Morgan, A. Hopkins, Mayor E. Holder

ALSO PRESENT: J. Taylor, C. Saunders, B. Westlake-Power

Remote attendance: Councillors S. Lewis, M. Cassidy and S. Lehman; L. Livingstone, A. Barbon, B. Card, I. Collins, S. Corman, J. Logan, K. Murray, M. Schulthess, E. Skalski, S. Tatavarti, B. Warner, J. Wills, P. Yeoman

The meeting was called to order at 12:07 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors M. van Holst, J. Helmer, J. Morgan and A. Hopkins.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: J. Morgan

That Consent items 2.1 to 2.5 BE APPROVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

2.1 Authorization for Temporary Borrowing

Moved by: E. Holder

Seconded by: J. Morgan

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 November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on November 10, 2020 to authorize the temporary borrowing of certain sums to meet current expenditures of The Corporation of the City of London for the year 2021.

Motion Passed

2.2 Annual Report Risk Management Services

Moved by: E. Holder

Seconded by: J. Morgan

That, on the recommendation of the Managing Director Corporate Services and City Solicitor and the Manager III, Risk Management Division, the staff report dated November 2, 2020 regarding the Annual Report - Risk Management Services BE RECEIVED for information.

Motion Passed

2.3 Amending By-law Re: Electronic Registration of Real Property Documents

Moved by: E. Holder

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Solicitor, the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on November 10, 2020 to amend By-Law No. A.-5719-117, a by-law respecting the execution of real property related documents by electronic means.

Motion Passed

2.4 Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law

Moved by: E. Holder

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to proposed amendments to the Pre-authorized Tax Payment Plan By-law and Collection of Property Tax By-law for the 2021 taxation period:

a) the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend By-law No. A.-5505-497, as amended, entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.012 to 1.025 effective January 1, 2021"; and,

b) the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "B", BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend By-law No. A-8, as amended, entitled "Property Tax Collection by-law" by changing the calculation percent for the Interim Levy from 40.48% to 41% effective January 1, 2021";

it being noted that the Corporate Services Committee received a communication dated October 29, 2020 from C. Butler with respect to this matter.

Motion Passed

2.5 Declare Surplus - Portion of City-Owned Land - 3047 White Oak Road

Moved by: E. Holder

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to a portion of City-owned land located on west side of White Oak Road, abutting the south side of 3033 White Oak Road, described as Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT) in the City of London, County of Middlesex, as shown on Schedule "A" of the staff report dated November 2, 2020 (the "Property"), the following actions be taken:

- a) the subject property BE DECLARED surplus; and
- b) the subject property (“Surplus Lands”) BE SOLD by way of tender in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

- 4.1 Request for Delegation Status - Jacqueline Madden and Michael Dawthorne

Moved by: A. Hopkins

Seconded by: J. Morgan

That it BE NOTED that the Corporate Services Committee received a communication dated October 21, 2020 and delegation from Jacqueline Madden and Michael Dawthorne with respect to their concerns related to the Accessibility Advisory Committee.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

Additional votes:

Moved by: J. Helmer

Seconded by: A. Hopkins

That the requested delegation, as identified on the public agenda, BE APPROVED to heard at this time.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

- 5.1 Corporate Services Committee Deferred Matters List

Moved by: J. Helmer

Seconded by: J. Morgan

That the Corporate Services Committee Deferred Matters List, as of October 26, 2020, BE RECEIVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

- 5.2 (ADDED) Proposed Changes to the *Municipal Elections Act*, 1996

Moved by: J. Morgan

Seconded by: E. Holder

That, on the recommendation of the City Clerk, the staff report dated November 2, 2020 entitled "Changes to the *Municipal Elections Act, 1996*" BE RECEIVED for information.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

5.3 Small Business Support

Moved by: J. Morgan

Seconded by: A. Kayabaga

That the following actions be taken to assist London businesses in mitigating financial losses as a result of Public Health regulations put in place with respect to COVID-19:

a) the Province of Ontario BE ADVISED that the City of London supports the measures being put in place to assist local economies and businesses in offsetting the financial impacts resulting from the implementation of public health measures; and,

b) the Mayor BE REQUESTED to engage with the Premier and the Minister of Finance to request that London businesses impacted by section 22 Orders under the Health Protection and Promotion Act, R.S.O. 1990 be provided with access to the funding provided for in the new \$300 million Business Support Fund.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: A. Hopkins

Seconded by: J. Helmer

That the Corporate Services Committee convene, In Closed Session, to consider the following matters:

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 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.

6.3 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.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convened, In Closed Session, from 1:22 PM to 1:38 PM.

7. Adjournment

The meeting adjourned at 1:40 PM.

Planning and Environment Committee

Report

The 17th Meeting of the Planning and Environment Committee
November 2, 2020

PRESENT: Councillor M. Cassidy (Chair), J. Helmer, A. Hopkins, S. Turner, A. Kayabaga

ABSENT: Mayor E. Holder

ALSO PRESENT: H. Lysynski, C. Saunders and J.W. Taylor

Remote Attendance: Councillors S. Hillier and S. Lewis; J. Adema, G. Barrett, J. Bunn, M. Butlin, P. Kokkoros, G. Kotsifas, L. Morris, A. Pascual, J. Raycroft, M. Schulthess, B. Westlake-Power, S. Wise and P. Yeoman

The meeting is called to order at 4:30 PM, with Councillor M. Cassidy in the Chair, Councillors Hopkins and Helmer present; it being noted that the following Members were in remote attendance: Councillors A. Kayabaga and S. Turner

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: J. Helmer

Seconded by: A. Hopkins

That Items 2.1 to 2.6, inclusive, BE APPROVED.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

2.1 Application - Exemption from Part-Lot Control - 2805 Asima Drive (33M-699, Block 49) (P-9220)

Moved by: J. Helmer

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Rockwood Homes, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to exempt Block 49, Plan 33M-699 from the Part-Lot Control provisions of Subsection 50(5) of the *Planning Act*, for a period not exceeding three (3) years.

Motion Passed

2.2 Application - 3493 Colonel Talbot Road - Removal of Holding Provision (H-9218)

Moved by: J. Helmer
Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd. c/o York Developments, relating to lands located at 3493 Colonel Talbot Road, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 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 R8 Special Provision/Convenience Commercial /Service Station Special Provision (h*h-100*h-198*R6-5(46)/R8-4(30)/CC6(10)/SS2(2)) Zone TO Residential R6/R8 Special Provision/Convince Commercial Special Provision/Service Station Special Provision (R6-5(46)/R8-4(30)/CC6(10)/SS2(2)) Zone to remove the h, h-100 and h-198 holding provisions.

Motion Passed

2.3 Application - 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street - Removal of Holding Provision (H-9270)

Moved by: J. Helmer
Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street (Registered Plan 33M-785), the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 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*R1-3(18)/h*h-100*R1-4(29)/ h*h-100*R1-13(7)) Zone TO a Residential R1 Special Provision (R1-3(18)/R1-4(29)/R1-13(7)) Zone to remove the h and h-100 holding provisions.

Motion Passed

2.4 Application - 1600-1622 Hyde Park Road and 1069 Gainsborough Road (H-9256)

Moved by: J. Helmer
Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Hyde Park Investments 2012 Inc., relating to the property located at 1600-1622 Hyde Park Road & 1069 Gainsborough Road, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 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 Business District Special Provision (h-18*BDC(39)) Zone TO a Business District Special Provision (BDC(39)) Zone to remove the "h-18" holding provision.

Motion Passed

2.5 Application - 1258 and 1388 Sunningdale Road West - Removal of Holding Provisions (H-9259)

Moved by: J. Helmer
Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, based on the application by Foxhollow North Developments Inc., relating to the properties located at 1258 and 1388 Sunningdale Road West, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 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 (h*h-100*R1-3) Zone and Holding Residential Special Provision R1 (h*h-100*R1-3(8)) Zone TO Residential R1 (R1-3) Zone to remove the "h" and h-100" holding provisions.

Motion Passed

2.6 Building Division Monthly Report for September 2020

Moved by: J. Helmer
Seconded by: A. Hopkins

That the Building Division Monthly Report for the month of September, 2020 BE RECEIVED for information. (2020-A23)

Motion Passed

3. Scheduled Items

3.1 Application - 1150 Fanshawe Park Road East (OZ-9215)

Moved by: J. Helmer
Seconded by: A. Hopkins

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application by Stackhouse Developments Inc., relating to the property located at 1150 Fanshawe Park Road East:

a) the proposed by-law appended to the staff report dated November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend the Official Plan by ADDING a specific policy to Chapter 10 to permit an increased density of 133 units per hectare;

b) the proposed by-law appended to the staff report dated November 2, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type AND AMENDING Map 7 – Specific Policy Areas – of The London Plan by adding the subject site to the list of Specific Policy Areas;

c) the attached, revised, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a holding Restricted Office/Convenience Commercial Special Provision (h-27*RO2/CC5(1)) Zone TO a holding Restricted Office/Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (h-5*h-18*RO2/CC5(1)/R8-4()*B-()) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of stacked townhouses and an apartment building, with a maximum height of 6 storeys (21m), and a maximum density of 133 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated November 2, 2020 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

1) Exceptional Building Design

the buildings shown in Schedule "1" to the amending by-law are bonused for features which deliver a high standard of design including:

- i) an apartment building located and oriented along the street edge to provide for a continuous street wall along Stackhouse Avenue;
- ii) stacked townhouses located along and oriented towards the street edge to provide for a continuous street wall along Fanshawe Park Road East;
- iii) incorporating a minimum of 35% of the required parking spaces as underground parking;
- iv) provision of an enhanced landscape open space setback along the west property boundary to facilitate retention of the mature spruce trees;
- v) incorporate a variety of materials and textures to highlight different architectural elements;
- vi) provision of individual entrances to ground floor units with operable front doors on the east façade of the apartment building with direct walkways to the public sidewalk; and,
- vii) provision of the main building entrance at the northeast corner of the building;

2) Provision of Affordable Housing

The provision of affordable housing shall consist of:

- i) a total of six (6) stacked townhouse affordable rental units;
- ii) rents not exceeding 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy; and,
- iii) the duration of affordability shall be set at 20 years from the point of initial occupancy of all affordable units.

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

- i) garbage storage shall be located internally within the building;
- ii) fencing along the west property boundary shall be installed or enhanced to provide adequate screening, minimize the impact of headlights and enhance privacy;
- iii) enhanced provision of landscaping along the southwest property boundary to provide screening for the stacked townhouse dwellings; and,
- iv) minimal or no windows to habitable rooms for the west façade of the stacked townhouses;

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, and will serve to implement the policies of the Provincial Policy Statement, 2020 which

encourage infill and intensification, the provision of a range of housing types, and efficient use of existing or planned infrastructure;

- the recommended amendment generally conforms to the in-force policies of The London Plan including, but not limited to the policies of the Neighbourhoods Place Type which contemplate low-rise apartment buildings up to 6 storeys with frontage on an Urban Thoroughfare;
- the recommended amendment to The London Plan will allow for the existing commercial and office uses to be permitted to allow for a mix of uses;
- the recommended amendment generally conforms to the in-force policies of the 1989 Official Plan including, but not limited to the Policies for Specific Residential Areas which allow Council to address developments through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies; and,
- the subject lands are of a suitable size and shape to accommodate the development proposed, which is a sensitive and compatible form within the existing and planned surrounding neighbourhood.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: A. Kayabaga

Seconded by: S. Turner

Motion to open the public participation meeting.

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

Motion Passed (5 to 0)

Moved by: A. Hopkins

Seconded by: A. Kayabaga

Motion to close the public participation meeting.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

4. Items for Direction

4.1 Brendon Samuels - Request for Delegation Status - Bird Friendly Skies By-law

Moved by: A. Hopkins

Seconded by: S. Turner

That the following actions be taken with respect to the Bird Friendly Skies by-law:

a) B. Samuels BE GRANTED delegation status at the November 2, 2020 Planning and Environment Committee meeting to discuss the status of the Bird Friendly Skies by-law; and,

b) the communication and attached presentation with respect to the Bird Friendly Skies by-law BE RECEIVED for information.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

Additional Votes:

Moved by: J. Helmer

Seconded by: S. Turner

Motion to approve the delegation request of Brendon Samuels with respect to the Bird Friendly Skies by-law.

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

Absent: (1): E. Holder

Motion Passed (5 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 5:54 PM.

Appendix C

Bill No. (number to be inserted by Clerk's Office)
2020

By-law No. Z.-1-20 _____

A by-law to amend By-law No. Z.-1 to
rezone an area of land located at 1150
Fanshawe Park Road East.

WHEREAS Stackhouse Development Inc. has applied to rezone an area of land located at 1150 Fanshawe Park Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

- 1) Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1150 Fanshawe Park Road East, as shown on the attached map comprising part of Key Map No. A103, from a holding Restricted Office/Convenience Commercial Special Provision (h-27*RO2/CC5(1)) Zone to a holding Restricted Office/Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (h-5*h-18*RO2/CC5(1)/R8-4()*B-()) Zone.
- 2) Section Number 4.3 of the General Provisions is amended by adding the following Special Provision:

4.3.4 () B-() 1150 Fanshawe Park Road East

The Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of stacked townhouses and an apartment building, with a maximum height of 6 storeys (21m), and density of 133 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law and provides for enhanced urban design and affordable housing.

- i) The provision of affordable housing shall consist of:
 - A total of six (6) stacked townhouse affordable rental units;
 - Rents not exceeding 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
 - The duration of affordability shall be set at 20 years from the point of initial occupancy of all affordable units.

The following special regulations apply within the bonus zone:

a)	Regulations	
i)	Frontage (Minimum)	22 metres (72 feet)
ii)	Front yard depth (Minimum)	3 metres (9.8feet)
iii)	Exterior yard depth (Minimum)	2 metres (6.6 feet)

- iv) Interior side yard depth (Minimum) 4.5 metres (14.7 feet)
- v) Density (Maximum) 133 units per hectare
- vi) Height (Maximum) 21 metres (68.9 feet)
- vii) Parking Spaces (Minimum) 110 spaces
- viii) West Parking area depth (Minimum) 9.5 metres (31.2 feet)
- ix) South Parking area depth (Minimum) 15 metres (49.2 feet)
- x) Any permitted convenience commercial and/or restricted office uses may be located within the apartment building

3) Section Number 12.4 of the Residential R8 Zone is amended by adding the following Special Provision:

R8-4() 1150 Fanshawe Park Road East

- b) Regulations
 - i) Frontage (Minimum) 22 metres (72 feet)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

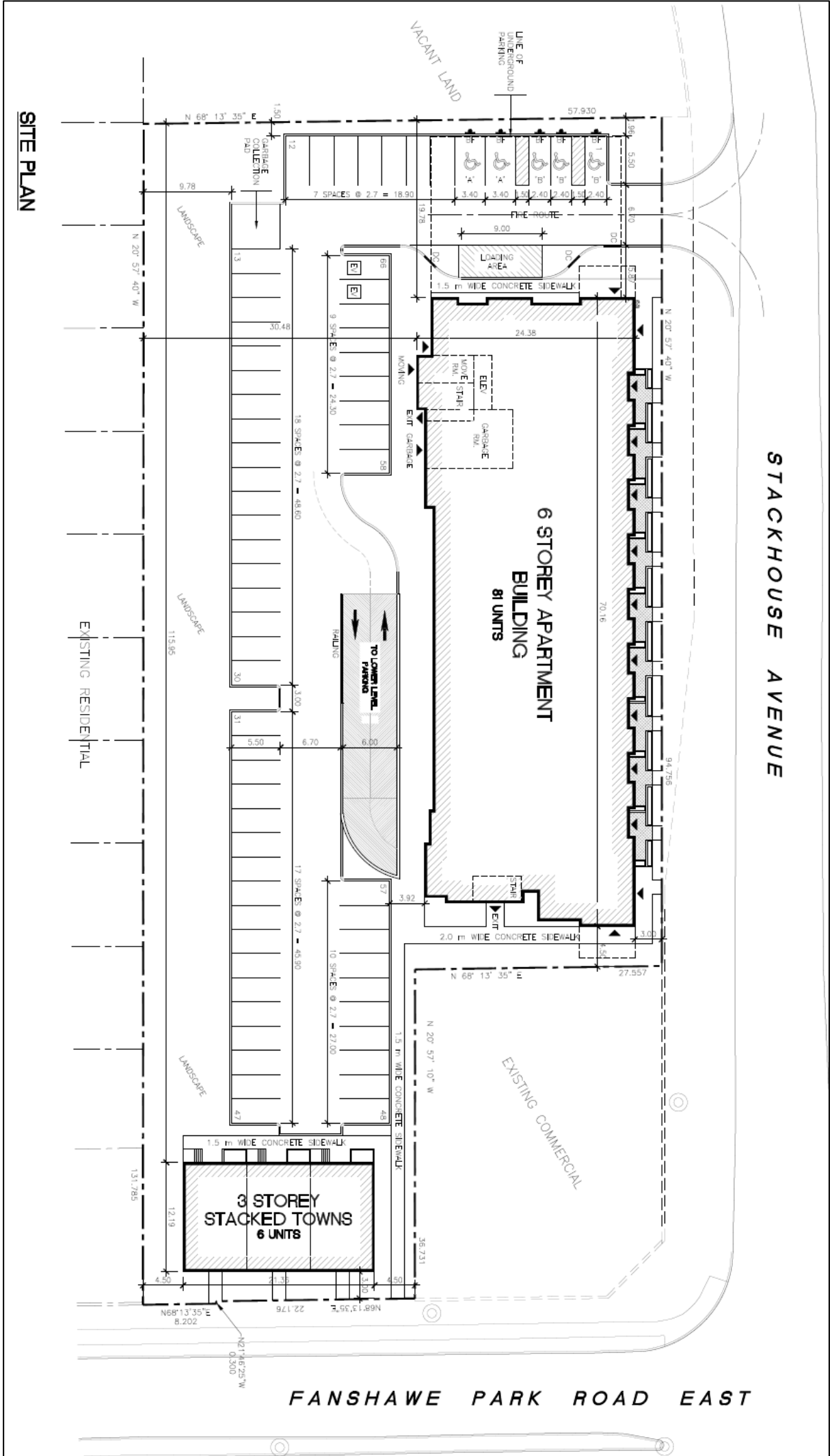
Catharine Saunders
City Clerk

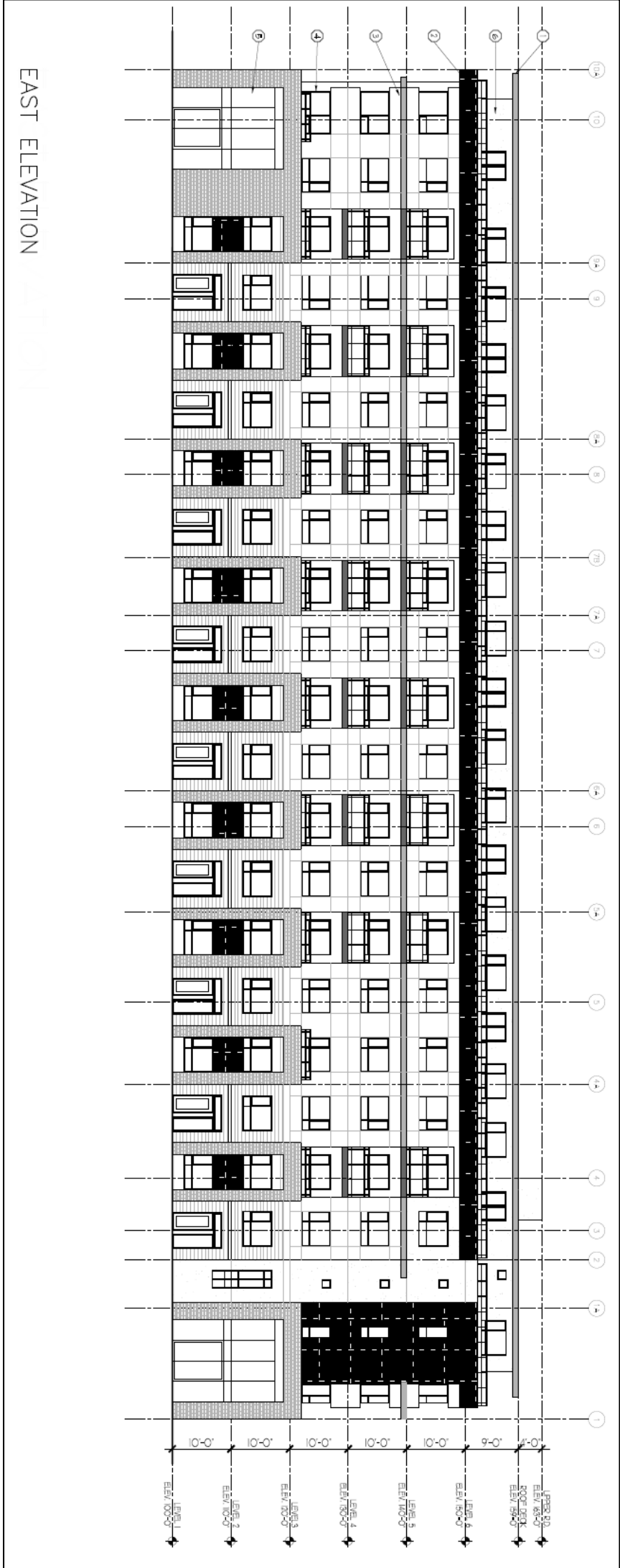
First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

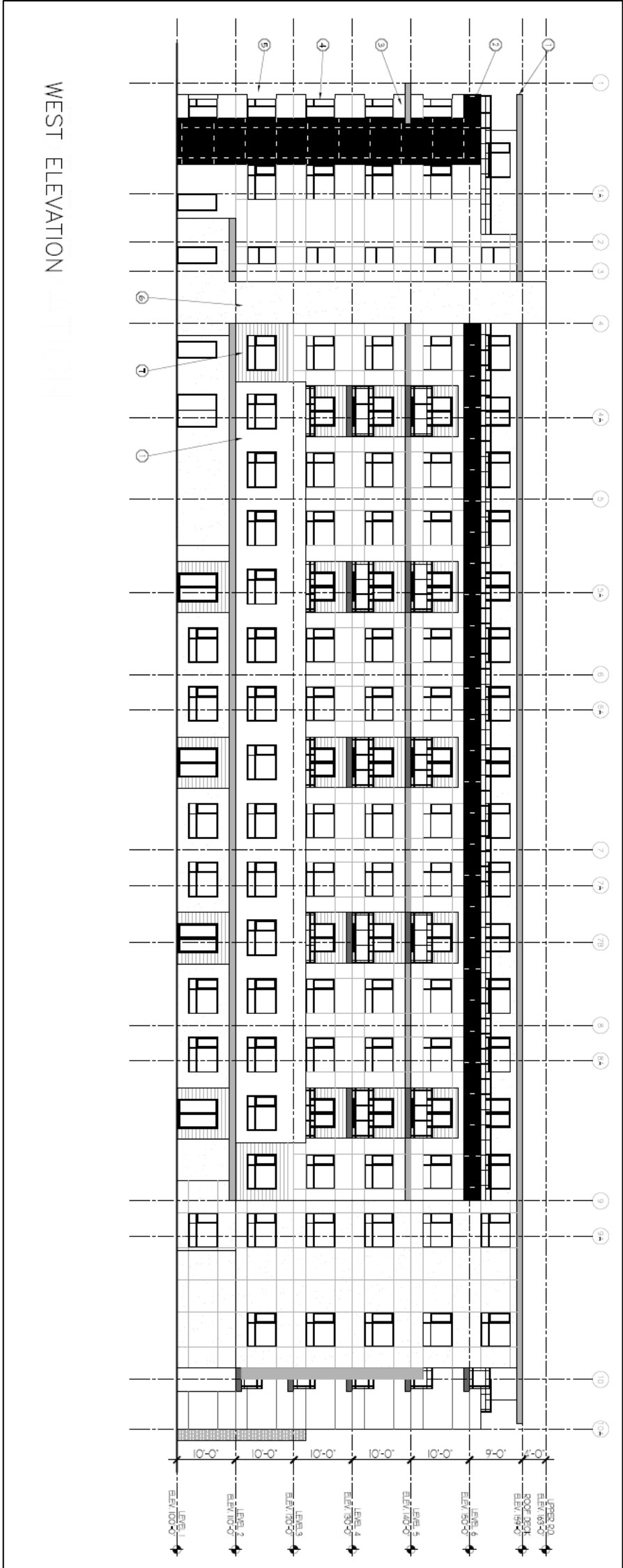
AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)

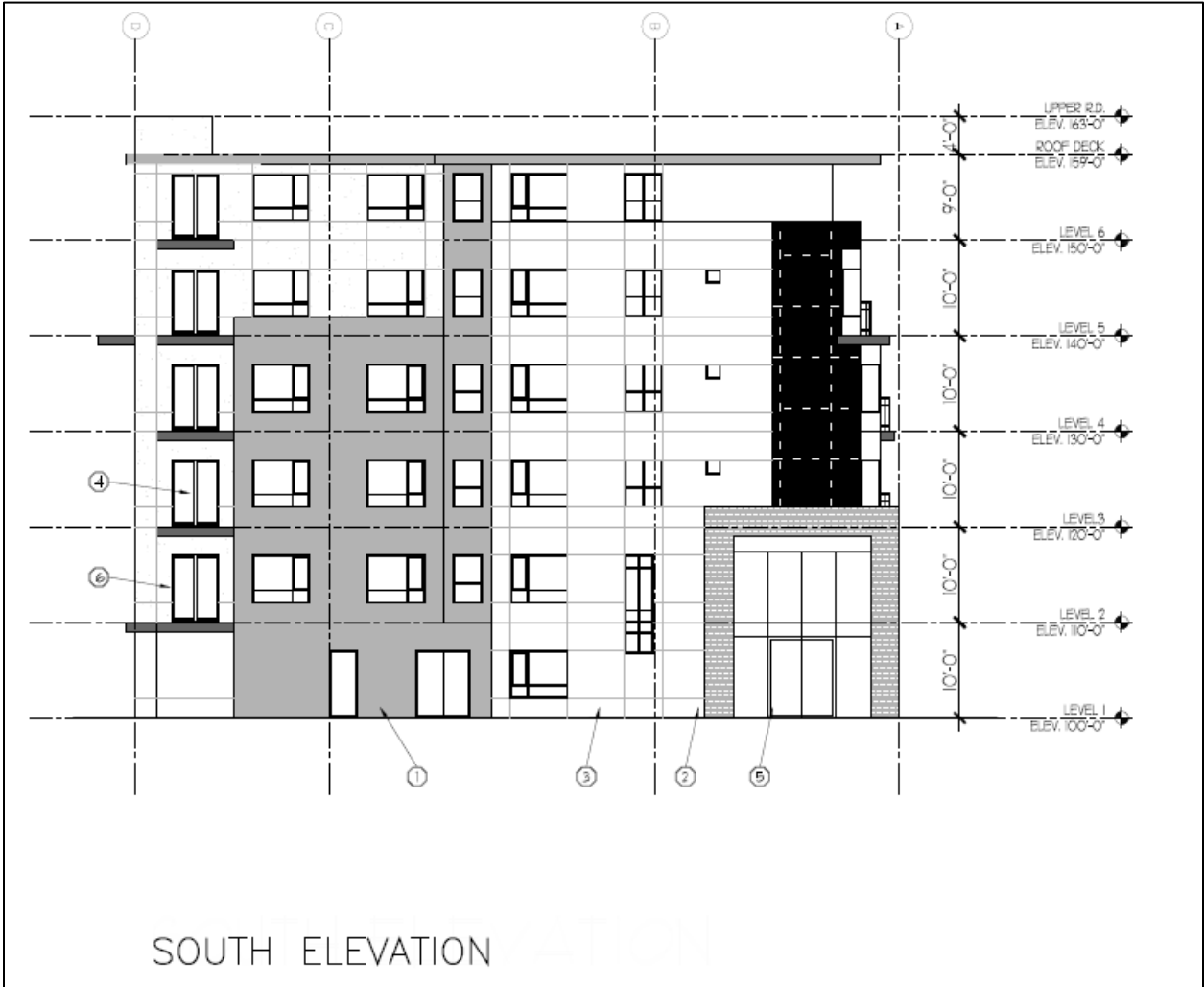
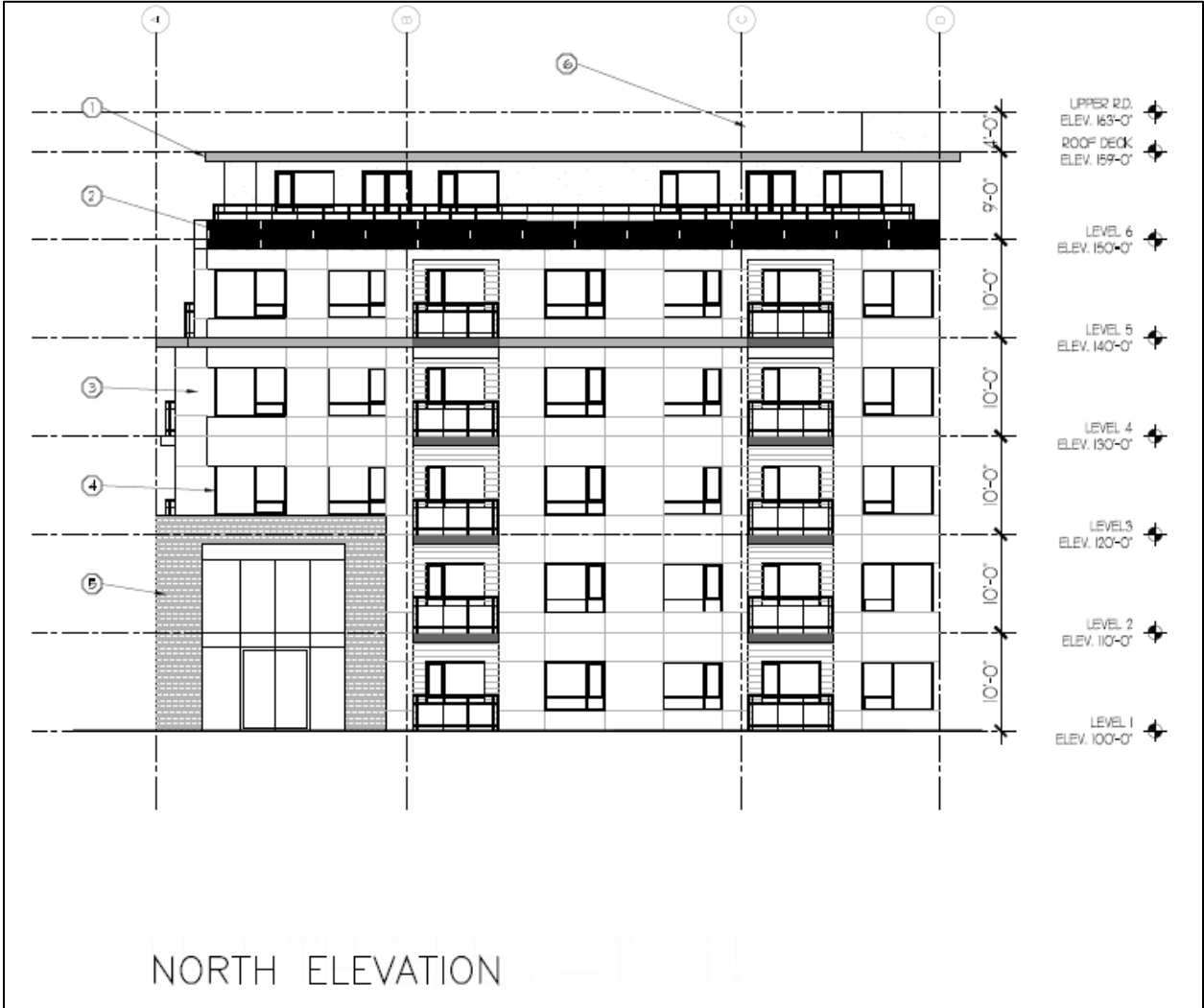


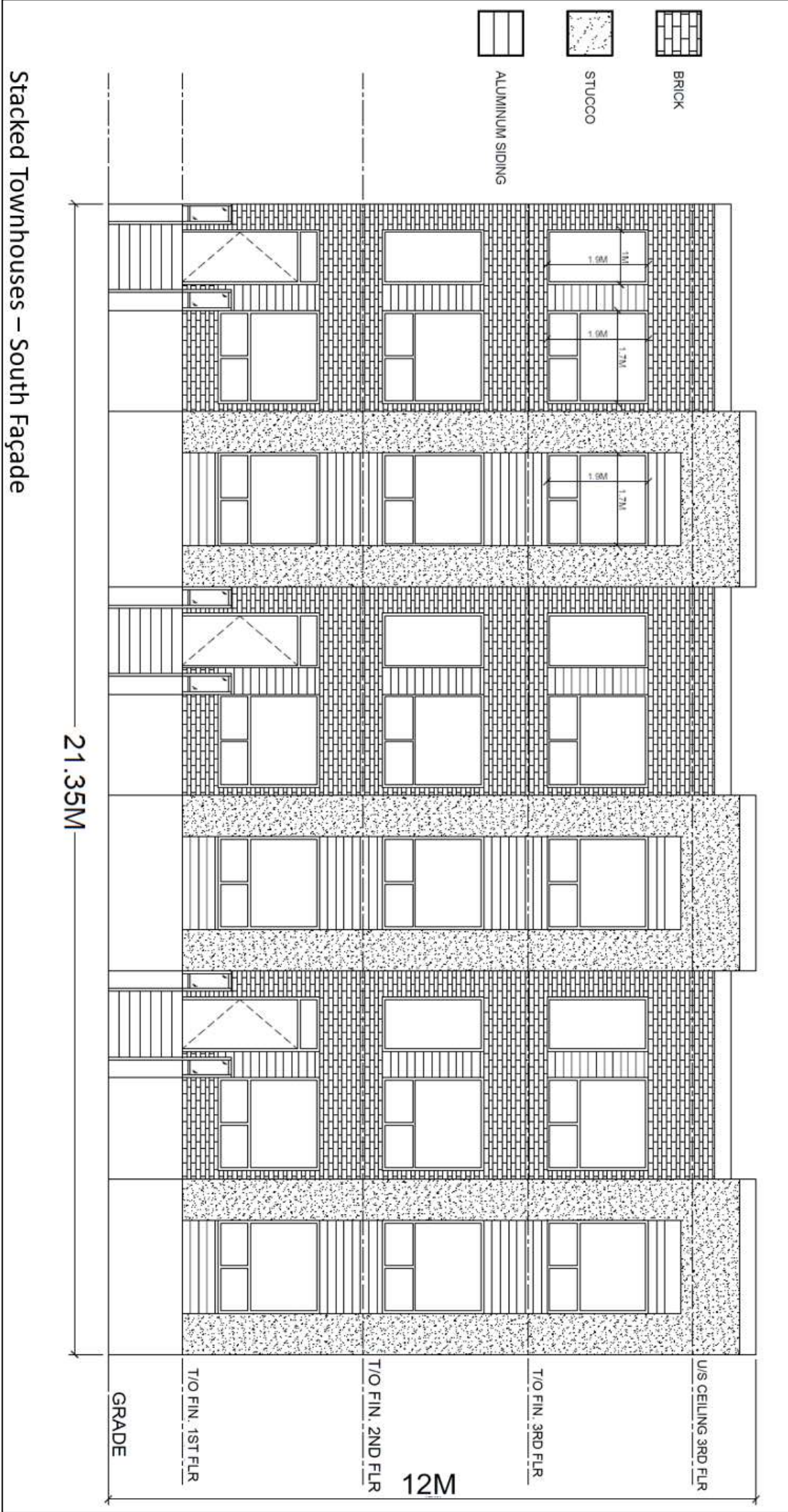
Schedule 1

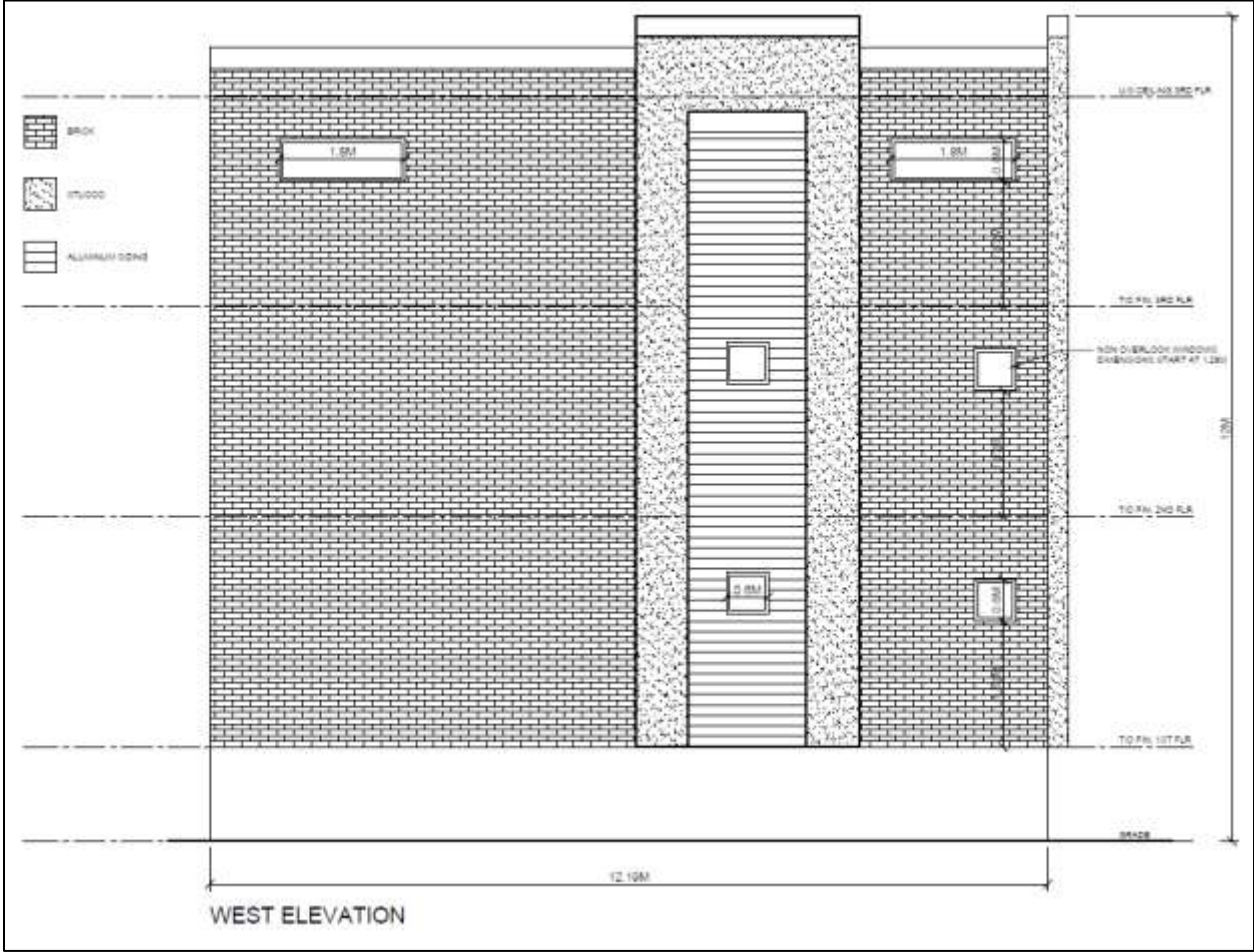
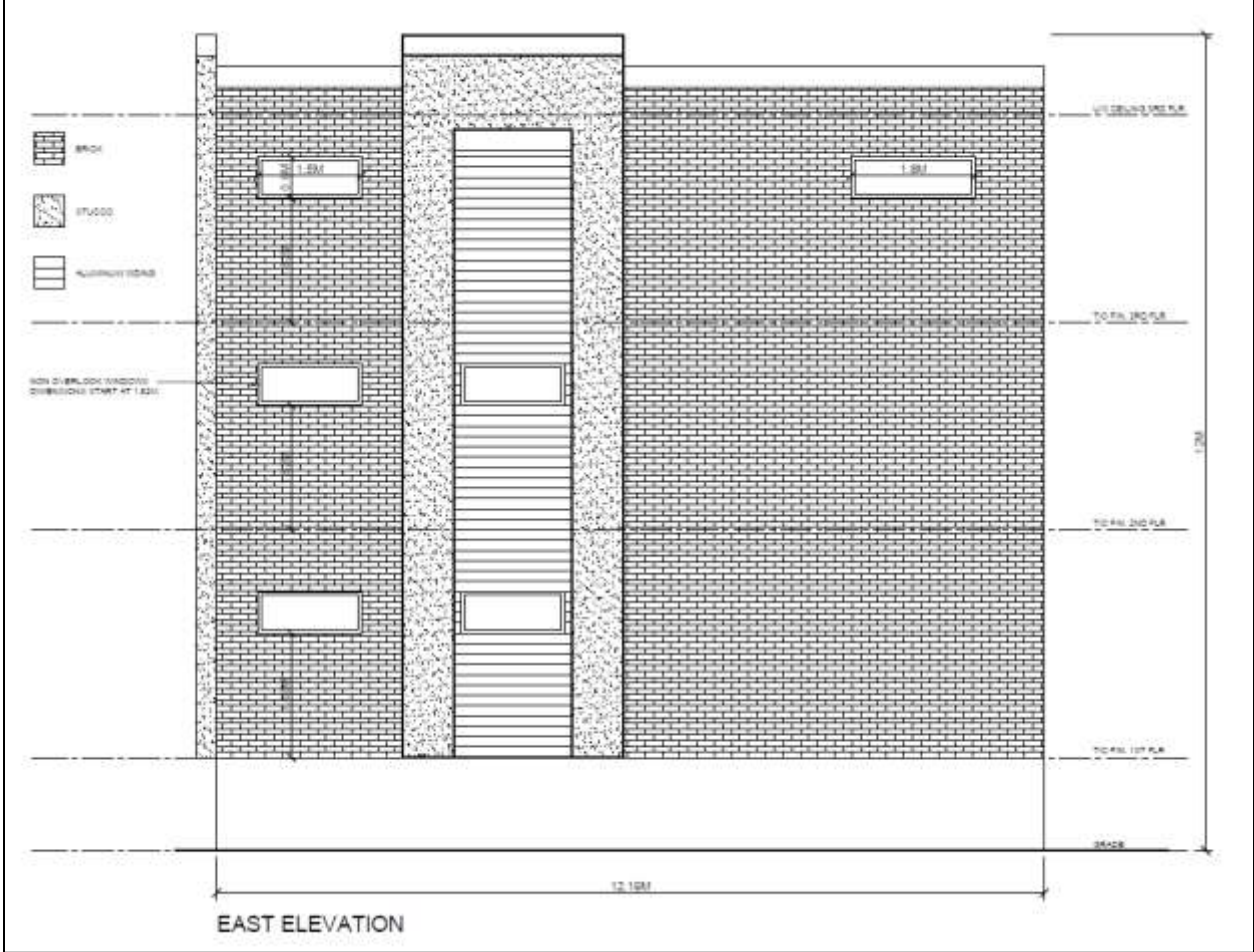












PUBLIC PARTICIPATION MEETING COMMENTS

3.1 PUBLIC PARTICIPATION MEETING – Application – 1150 Fanshawe Park Road East (OZ-9215)

- Councillor Cassidy: Thank you Ms. Wise. First I am going to see, excuse me, I'm going to see if the applicant is here and if the applicant would like to speak to this. So, come forward, state your name and you have five minutes.
- Madam Chair and Members of Council my name is Michelle Doornbosch. I am the owner of the property and the applicant who brought the application before you this evening. I have had an opportunity to review the staff report. We did spend an extensive amount of time working with staff on this and I would like to comment on the exceptional cooperation that we received throughout the duration of this application in working with staff and obviously given the circumstances of Covid we were quite satisfied with the timing and the process and the overall support that we received from staff. Based on the information that is provided in the staff report we have no concerns with the recommended amendment. We are fully supportive of what staff has outlined in the staff report and I would be more than happy to answer any questions of the Committee members this evening.
- Councillor Cassidy: Thank you Ms. Doornbosch. I will go to Committee to see if there are any technical questions about this application. Seeing none I will go to the Committee Rooms where members of the public are waiting and if you would like to address the Committee please come forward to a microphone I will recognize you and state your name and you will have five minutes. Welcome. I see – state your name and you have five minutes to address the Committee.
- Hi. My name is Nancy Cabral, I am a resident of Howlett Circle. (See attached presentation.) Note: A petition signed by approximately 138 people is on file in the City Clerk's Office.
- Councillor Cassidy: Thank you Ms. Cabral. Are there any other members of the public who would like to address the Committee? Ok. I see some movement in Committee Room 1/2. Go ahead. State your name and then I will jump over to Committee Room 5 after Committee Room 1 and 2. Go ahead Miss.
- Hi. My name is Jaime Crncich: I am also a resident of Howlett Circle. I have the same concerns about the height of the building. I think that for the neighbouring backyards having a fifth and sixth storey there over what it is currently zoned for would provide some concern for the privacy of the backyards. I also noticed that this site is zoned for a commercial use, a commercial convenience use and I think that's a really important amenity feature for the neighbourhood. I think it would really strengthen the urban fabric to have some kind of commercial use in this building fronting along the street of Stackhouse or along Fanshawe that would provide an important amenity for us citizens that is not currently available in this neighbourhood so I think that that should be reconsidered in the current design of the application and some of the main floor space should be opened up for commercial use.
- Councillor Cassidy: Thank you very much. I'll go to Committee Room 5. Go ahead Sir.
- Thank you. My name is Dale Dawson: We live at 1305 Howlett Circle, you won't find it on a map but that is tucked up just right beside Fanshawe Park Road backing onto the proposed development. We bought and built in 2014 and like

our neighbours we were told that it was to be commercial behind us and clearly, as you have heard it here, that is a significant change for us, it takes us from peace of mind to a situation that we are really not pleased with so in particular with us at the end of the row, so our lot is fifty-five feet. Beyond our property fence the proposed development is calling for the townhouses just fourteen and a half feet beyond that fence that leaves us forty feet of townhouse wall instead of the thirty foot cedars we look at now. On a safety concern, because we live right there on Fanshawe we get a front row seat to the speed and the volume of traffic. It's beyond scary. I can tell you as an ex-Pilot and a muscle car buff, speed doesn't bother me but what I see on Fanshawe terrifies me and I have talked to the Traffic Unit, of course, resources are limited there. I see families trying to cross Fanshawe specifically, like an eight or nine year old boy, a younger sibling in one hand and an even younger sibling in the other and they dash to the median and the idea of putting more residential in there, more kids trying to get across to the park across the street, with traffic moving at the speed and volume that it is, is an invitation to tragedy. The night that the Ross's barn burnt, myself, my wife and son were out and when we came home, we came home to Fanshawe being blocked by the Police and our first thought was "it's happened", somebody's family member has been hit trying to cross Fanshawe. Okay. So, again, the idea of putting more residential in there, to us, is only asking for trouble. Okay. So I thank you for this time. Appreciate it and thank you for giving us a safe environment to speak from.

- Councillor Cassidy: Thank you Mr Dawson. Are there any other members of the public would like to speak to the Committee? Okay. I see Committee Room 1 and 2. Come to the microphone Sir. State your name and, and you'll have five minutes.
- My name is Bob Small and I am the owner of 1152 Fanshawe Park Road East. (See attached presentation.)
- Councillor Cassidy: Thank you Mr. Small. I just want to ask, just remind people that are in the Committee Rooms, under the current regulations we must keep our masks on at all times in these public gathering. It is difficult to speak through the masks so if you could just keep your mask on and project as much as you possibly can or get closer to the microphone that will help as well. So I'll look again to Committee Rooms 1 and 2 and Committee Room 5 to see if there are any members of the public that would like to address the Planning Committee? One more time. I see someone coming forward.
- Michelle Doornbosch, owner: Madam Chair, my name is Michelle Doornbosch, again, I just wanted to respond to a few of the items that were put off by the public.
- Councillor Cassidy: Well Ms. Doornbosch, you've had five minutes if it can, I understand, we'll wait and see if there are any other members of the public and then I will go to you to address some of the concerns that have been expressed if you have responses to these concerns. But first let me give one more chance to the members of the public to see if they would like to ask questions or share their concerns. Okay. I'm sorry Ms. Doornbosch, don't go walking away because I see that there is nobody else that would like to address so I will give you an opportunity to address the concerns that have been expressed.
- Michelle Doornbosch, owner: Thank you Madam Chair. So just a few very brief comments. There was an initial discussion with regards to the trees that had burned down. The trees that were affected by the fire on the property are central to the property. All of the spruce trees that we've been proposing since the

outset of the application to retain, to be retained, are still there; they were not affected by the fire so the entire hedgerow of the tall spruce trees will be maintained. With regards to the townhouses we did provide, and I am hopeful that the Council, Committee members are able to see that we provided all of the elevations, the south, the east and the west of the townhouses so those are available in the staff report as well a full shadow study was provided, it is included in the staff report and it does show that there are no impacts on the Tyner Shorten property from the proposed townhouses more from the proposed apartment building. Again, thank you for this opportunity and if there are any additional questions that do come up I'd be happy answer them for the Committee.

- Councillor Cassidy: Thank you Ms. Doornbosch and a given that no other members of the public are seeking to speak this evening I will look for.
- Audrey Pasqual, Committee Support Clerk: Sorry I have one more member of the public who would like to speak about the item.
- Councillor Cassidy: Okay. Thank you. State your name Sir and you then you have five minutes to address the Committee.
- Okay. Thank you so much. Well my name is Yudhbir Parmar: I live on Howlett Circle and I think I'm also one of the victims, or one of the affectees by the new construction which, which has come up. The other day there was a meeting and my friend had expressed so many concerns and I endorse all of them. I repeat, I endorse all of the concerns raised by my neighbours and my community members but there are three at least which I would like to focus. The first one is because they're planning to build, make a building there, six storey, so there's going to be underground construction and they're going to take, I'm from a science background and I can assure you that my house is not even fifty meters from that place. My house would be the first to get those cracks. Does the owner of the building give me initiatives that if at all there is any loss to my property she's going to bail me out? That's my biggest concern. The second concern is that this Howlett Circle it aligns with the property all along the west side from south to the north and there is plantation of the spruce trees. Those trees are very, very old and they are very tall, thick vegetation. It is only the last ten or fifteen meters towards the north where there are no spruce trees. Unfortunately, my house lies in that area and the entrance of the building is going to be from that side so that means, I don't know how many cars would be, or other vehicles would be leaving in and out. All those lights at night would be flashing at my house. The thing is, is it possible, anyway some construction has to come whether it's commercial or residential. Is it possible for the builder or the owner of the property to first have those trees planted because it's only ten, fifteen, maybe, meters of area so if they can plant the spruce trees well now, by the time that building comes up those trees would have really grown up and at least there would be some relief from the light falling on my house. The third thing is Canada, as you know, it's a cold country and it's only in the summers we get a chance to sit outside in the backyards. Honestly, by this construction because the garbage collection center, what they have been calling it, that's just going to be about ten meters from my place. That means you're just shutting down the ability for me to sit outside. Well, I'm an Immigrant. I love this country but certainly have not come here for the litigations. I respect the law. Please and please kindly consider these considerations. Thank you.

- Councillor Cassidy: Thank you Mr Parmar. Are there any other members of the public who would like to address the Committee on this issue? Okay. I'm not seeing any movement in either Committee Room so I will look for a motion to close the public participation meeting.

Petition against 6 story building on 1150 Fanshawe Park Road East

We, the citizens of Howlett Circle, London Ontario petition the city to keep the zoning that only permits a range of medium density residential uses, with a maximum height of 13 m and a maximum density of 75 units per hectare on the 1150 Fanshawe Park Road East site. Keeping the zoning to 75 units per hectare would keep it consistent with surrounding areas.

We oppose the bonus rezoning that would allow the greater height of 21m (6 storeys) and density of 133 units per hectare for the following reasons:

- Privacy of nearby homes
- Negatively impact the value of our homes
- Increases in security and safety issues around our neighbourhood
- Increased traffic congestion and will not bring a traffic light to this area
- Overburden local schools
- The parking lot behind the homes on Howlett Circle will increase lighting into the homes (more importantly bedrooms) in the evening due to parking lot lighting, car lights as well as increase noise from the vehicles and beeping when locking the vehicles.
- This proposed building has already caused enormous stress to neighbours to the point that many have put their house for sale and others are concerned they will need to move as well.
- Safety issues for children as there is no appropriate green space that they can access safely
- Underground parking affecting structural integrity of homes on Howlett Circle
- The purchase of our home was with the expectation that we would be surrounded by medium density homes
- Loss of privacy in backyards
- Environmental impact (wildlife and trees)
- Location of garbage disposal
- Loss of natural sunlight year round caused by a tall structure for both mental health and gardening in the backyards of those backing onto the 6 storey building.

I am the owner of 1152 Fanshawe Park Road East, the present home of Tyner-Shorten Clothiers.

Over a year ago, the owner of 1150 Fanshawe Park Road, informed me that they had sold their property to Brock Developments. I was led to believe the new owners had plans to develop a 2 story apartment/condo with the first floor being commercial retail office space. I was satisfied with this use. Apparently, that was just a rumour.

In June 2020 the developer applied for an application to build a 6 story-125 unit per hectare apartment/condo building. At first I was upset, but then I thought, sometimes this happens. The applicant asks for 6 stories and it ends up getting scaled back.

In August 2020, the Brock Development Group invited me to a meeting to view their plan of development. There was no sign of townhomes facing Fanshawe Park Road. Discussion evolved around removal of trees on my property, purchasing my building, use of the septic system on the Brock Property and sharing my driveway so that the apartment building entrance would be at the southend instead of the present north end of the property. There were positives and negatives from that meeting for both parties.

In September 2020, a revised plan was submitted. This plan showed the addition of 6 - 8 townhomes. This now increases the plan to 133 units per hectare increasing the density of the property.

I am objecting to this plan for the following reasons.

1. My building is set back from the road. The proposed buildings, the 6 story in particular, as well as the 3 story townhouses, will have a more prominent exposure to Stackhouse Road and Fanshawe Park Road.
2. The proposed buildings will overwhelm my 1 story building, it gives off the feeling of being surrounded. My Tenant, a men's clothier, needs all the exposure he can get, especially in these trying times.

3 These townhomes present a problem, because I'm not sure where they will be located in relation to the road, and sidewalk on Fanshawe Park Road. I was told by the planning department that they would line up with the last house on Howlette Crescent#1305. Refer to page 64. Consequently, this would adversely effect the line of sight for customers from the West trying to find the store.

I also have concerns about the "shadowing effects" on my building from the 6 3-story townhomes. I have not received any drawings from the planning department showing the effects and would appreciate that they be provided to me.

4, The original application plan in June had drawings of the side view of the apartment, my building and the corner of Fanshawe and Stackhouse Road. These were elevation drawings showing the layout of the apartment building in relation to my store. There are no elevation drawings for the townhomes on the west side of the property which would show the placement of the townhomes to my sign and store and the property to the west. I would appreciate that they be provided to me.

5. On page 80, Basis of the Amendment 0.1 I believe the increase in the height and density is not appropriate for the site and it is not compatible with the neighbourhood. Where in the neighbourhood is there a 6 story building, let alone an apartment building.

6. Increasing the density of the development in the amended application, has not addressed the concerns from the neighbours who expressed their thoughts in the first application.

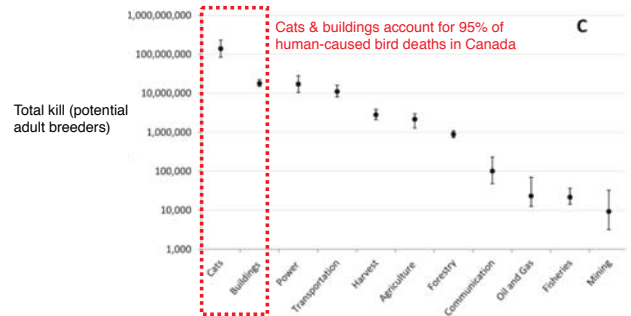
In conclusion, I feel that this apple needs to be polished up a bit. Therefore, I am recommending that the planning committee send this application back to the planning department for review including more neighbourhood input. I further suggest that if the applicant had done his due diligence, we would not be having these conversations. If that had happened we would not be looking at a hodge-podge, grasping -for -strings plan that we have now.

Thank you.

London's Bird Friendly Skies supplementary material

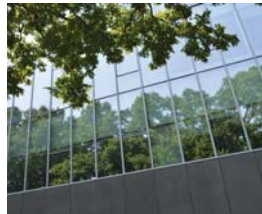
Prepared for Planning and Environment Committee by Brendon Samuels
November 2, 2020

Brendon Samuels is a PhD student at Western studying bird-window collisions.
Brendon provided technical support through EEPAC for the development of London's Bird-Friendly Skies program.



Bird-window collisions in London: a threat to Natural Heritage

- Hundreds of millions of birds are killed by windows in North America each year.
- The number of collisions that occur in London is unknown, but likely ranges in tens of thousands of birds per year.
- Most bird collisions happen during the day:
 - Birds do not see transparent glass
 - Birds do not understand reflections on glass
- Most collisions happen at residences (homes), at height of stories 1-4, near bird habitat.
- Highrise buildings (less numerous) comprise less than 2% of collisions



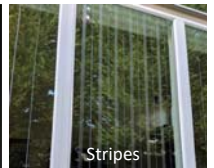
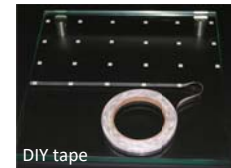
Western Interdisciplinary Research Building is (retrofitted) bird-friendly

Solutions for window collisions

- Windows can be treated (e.g. visual markers, films, fixtures) to prevent collisions. Other municipalities (e.g. Toronto) require this by law in all new site plans.
- London has been developing a bylaw for collision mitigation, but this process has stalled since the last presentation to PEC in November 2019.
- Most collisions occur at existing structures; Londoners should be informed about retrofit solutions to minimize collision risk (i.e. through voluntary participation)



Best practices for marker spacing (2")



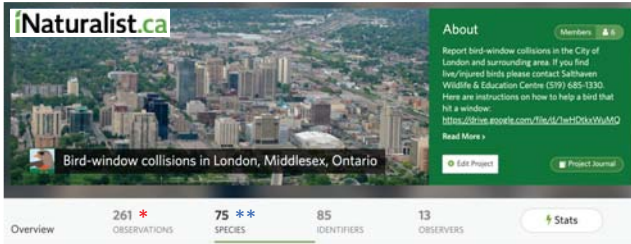
Questions:

1. What is the status of the Bird Friendly Skies program?
2. Who is responsible for developing a communications program about preventing bird collisions?
3. When will this work resume?
4. What is the scope of enforcement for the glass piece of London's Bird-Friendly bylaw?



Available to read on london.ca [here](#).

[Community Science Data](#) on Bird Collisions in London – 2019-2020



- * Subset of observations made to date, in the past 12 months in London. This represents a tiny fraction of collisions that actually occur.
- ** Includes at least 7 bird [Species at Risk](#) protected by Ontario's Endangered Species Act: Canada Warbler, Golden-Winged Warbler, Chimney Swift, Barn Swallow, Bank Swallow, Wood Thrush, Eastern Wood-Pee-wee

[Existing City materials](#) provide very little information about bird collisions



Pamphlet produced in 2019 by Development Services without advisory committee consultation.

Bird-Friendly Skies program webpage has been removed from City website.

We would like to update these materials to educate homeowners about how to prevent collisions and who to contact about injured birds.

Audit Committee Report

4th Meeting of the Audit Committee
November 4, 2020

PRESENT: Deputy Mayor J. Helmer (Chair), M. van Holst, J. Morgan, S. Turner, L. Higgs

ALSO PRESENT: M. Schulthess and J. Taylor.

Remote Staff Attendance: L. Livingstone, A. Barbon, B. Card, K. Dickens, O. Katolyk, S. Miller, S. Oldham, J. Pryce (Deloitte), C. Saunders, P. Yeoman.

The meeting is called to order at 12:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, J. Morgan, and S. Turner; L. Higgs.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Internal Audit Summary Update

That the communication dated October 20, 2020, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

4.2 Internal Audit Dashboard as at October 20, 2020

That the communication from Deloitte, regarding the internal audit dashboard as of October 20, 2020, BE RECEIVED.

Motion Passed

4.3 Observation Summary as at October 20, 2020

That the following actions be taken with regards to the Observation Summary submission from Deloitte dated October 20, 2020:

a) the Audit Committee Observation Summary BE AMENDED with regards to the Observation Status for Management Action Plans to move the four indicated "Total High & Medium Observations" related to the Dearness Home Process Assessment to the category of "In Progress Observations"; and

b) the communication dated October 20, 2020 from Deloitte with respect to the Observation Summary, BE RECEIVED.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Adjournment

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:17 PM.

Bill No. 335
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 10th day of
November, 2020.

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 November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 336
2020

By-law No. A.-5505(____)-____

A by-law to amend By-law No. A.-5505-497, as amended, entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.012 to 1.025 effective January 1, 2021.

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

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

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

AND WHEREAS subsection 342(1) of the *Municipal Act, 2001*, provides the municipality with the power to pass by-laws regarding the payment of taxes;

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

1. By-law No. A.-5505-497, as amended, is further amended in Appendix "A" of the By-law, by deleting paragraph 10 in its entirety and by replacing it with the following new paragraph 10:

"10. For 2021 the amount of the pre-authorized payment for the period January to May shall be calculated as the most recently available assessments consistent with the previous year's assessment valuations multiplied by the total tax rates applicable to the property in the previous year plus or minus any cap adjustment of the previous year and then multiplied by 1.025 and then increased by any local improvement or similar charge applicable to the property in 2021 and then divided by 10 and rounded to the nearest dollar."

2. This by-law comes into force on January 1, 2021

PASSED in Open Council on November 10, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 337
2020

By-law No. A.-_____ - ____

A by-law to amend By-law A.-5719-117 entitled, "A by-law respecting the execution of real property related documents by electronic means."

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

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

1. Section 1 of By-law A.-5719-117 is amended by:
 - (a) adding the phrase "in writing" after the phrase "so designated"; and
 - (b) deleting the phrase "Commissioner of Legal Services &".
2. Section 2 of By-law A.-5719-117 is deleted in its entirety.
3. Schedule "A" of By-law A.-5719-117 is deleted in its entirety.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 338
2020

By-law No. A.-_____ -__

A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2021.

WHEREAS the Municipal Council of The Corporation of the City of London deems it necessary to borrow monies to meet the current expenditures of the Corporation for the year 2021 pending the collection of current revenues;

AND WHEREAS under section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, the Corporation is authorized to borrow for current purposes from January 1st to September 30th in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and from October 1st to December 31st in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year;

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

1. The City Treasurer or Deputy Treasurer of The Corporation of the City of London (hereinafter referred to as the "Corporation") are hereby authorized to borrow from time to time from the Bank of Nova Scotia, or other person or persons, by way of promissory notes and/or the City's operating credit line and at such rate or rates of interest as they may approve, such sum or sums which together with the total of all other temporary borrowings hereunder that have not been repaid shall not exceed \$100,000,000 at any one time, to meet, until the taxes are collected, the current expenditures of the Corporation for the year 2021; provided that notwithstanding the sums authorized to be borrowed hereunder, the amount that may be borrowed hereunder at any one time, together with the total of any similar borrowings that have not been repaid, shall not, except with the approval of the Local Planning Appeal Tribunal, exceed from January 1st to September 30th in the year, 50 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year; and from October 1st to December 31st in the year, 25 per cent of the total estimated revenues of the municipality as set out in the budget adopted for the year, all as provided for in section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended.
2. All promissory notes of the Corporation shall be sealed with the seal of the Corporation and signed by the Mayor, the Deputy Mayor or the Acting Mayor, and by the City Treasurer or the Deputy Treasurer; provided however, that the signature of the Mayor, the Deputy Mayor or the Acting Mayor, may be written or stamped, printed, lithographed, engraved or otherwise mechanically reproduced.
3. Promissory notes signed in accordance with this by-law and sealed with the seal of the Corporation, for the amounts from time to time borrowed under the authority hereof, and interest thereon, may be given to the Bank of Nova Scotia, its representative, or other person or persons from time to time as security for such loans.
4. The City Treasurer is authorized and directed to apply in payment of the money borrowed as aforesaid, together with the interest thereon, all the monies now or hereafter collected or received on account or realized in respect of taxes levied for 2021 and any preceding year, and all the monies collected or received from other sources excluding the sale of debentures, which may be lawfully applied for such purposes.

5. The Mayor, the Deputy Mayor or the Acting Mayor, and the City Treasurer or the Deputy Treasurer of the Corporation are authorized to execute on behalf of the Corporation, under its Corporate Seal, and delivered to the Bank of Nova Scotia, or its representative or other persons, an agreement that all or any sums borrowed for any or all of the purposes mentioned in section 407 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, shall, with interest thereon, be a charge upon the whole or any part or parts of the revenues of the Corporation for 2021 and for any preceding year as and when such revenues are received; provided that such charge does not defeat or effect and is subject to any prior charge then subsisting in favor of any other lender.

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

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 339
2020

By-law No. A.-_____ -_____

A by-law to authorize and approve a standard form "Lease Agreement" for use in the Head Lease program.

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 including respecting climate change, 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;

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

1. The standard form "Lease Agreement", substantially in the form attached as Schedule "1" to this By-law, is approved as the standard form of agreement between the City and Landlords for the Head Lease program;
2. The Managing Director, Housing, Social Services and Dearness Home is delegated the discretionary authority to execute Agreements with landlords for the Head Lease program, employing the standard form of agreement approved in section 1.
3. The Managing Director Housing, Social Services and Dearness Home, or written designate, is delegated the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lease Agreement that are consistent with the requirements contained in the standard form Lease Agreement approved in this by-law, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director of Housing, Social Services and Dearness Home and the Manager of Risk Management.
4. The Managing Director, Housing, Social Services and Dearness Home is delegated the authority to undertake all the administrative, financial and reporting acts in connection with the Lease Agreement approved in section 1.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – November 10, 2020
Second reading – November 10, 2020
Third reading – November 10, 2020

Schedule 1

HEAD LEASE PROGRAM - LEASE AGREEMENT

THIS LEASE made as of the <Insert Date> between <Insert Landlord Name> (the "Landlord") and **THE CORPORATION OF THE CITY OF LONDON** (the "Tenant").

In pursuance of the *Short Form of Leases Act, the Residential Tenancies Act, 2006* and amendments.

1. **Lease.** The Landlord leases to the Tenant the residential unit (house) (the "Premises") at <Insert Address > (the "Building") for a term of one year beginning on <Insert Date> and ending on <Insert Date> (the "Term"). Any occupancy of the Premises by the Tenant shall be subject to the present tenant vacating the Premises.

2. **Rent.** The Tenant shall pay to the Landlord rent (the "Rent") during the Term in the amount of <Insert \$ > per month, in advance, on the first day each and every month commencing <Insert Date>. The Rent shall be paid at the Landlord's office or at such other place as the Landlord may, from time to time direct.

3. **Rental Deposit.** The Tenant agrees to pay to the Landlord, upon signing of this lease, the sum of <Insert \$ > as prepaid Rent to be applied toward the last month's Rent of the Term. The Landlord agrees to pay to the Tenant interest on such amount at the rate prescribed by law.

4. **Utilities.** The parties acknowledge that the cost of all utilities supplied to the Premises is part of the rent herein < Insert shall be paid by the Tenant or save and except the following >:

<insert as applicable services and utilities that are not included in the cost of rent.

Examples:

- *Gas*
- *Air conditioning*
- *Additional storage space*
- *On-site laundry*
- *Guest parking*
- *Electricity*
- *Heat*
- *water*
- *telephone*
- *cable*

5. **Parking.** Parking for <Insert #> vehicle(s) is included.

6. **Use and Occupancy of Premises.** The Landlord acknowledges that the Tenant is a social service agency in the field of supportive housing and that the Tenant shall have the right to sublet the Premises without obtaining the consent of the Landlord, at the Tenant's sole discretion, to persons in need of social service at a rent which may be lower than the rent charged by the Landlord. The Tenant shall ensure that each occupant of the Premise is able to function independently and observe health, safety and emergency procedures or will provide them with appropriate support services.

7. **Termination by Tenant for Cause.** The Tenant may terminate this Lease for just cause upon thirty (30) days' written notice to the Landlord in the event that the Landlord fails to maintain the Premises in a good and substantial state of repair, fit for habitation and complying with all health, safety, housing and maintenance standards as required by the *Residential Tenancies Act, 2006*, as amended, or the Landlord commits any significant breach or default of this Lease

This clause may not be invoked on the basis of any action or negligence made by the Tenant, subtenant, or their Guests.

Prior to invoking this clause, the Tenant must give the Landlord written notice identifying the concern over which Landlord wishes to Terminate and allow the Landlord fourteen (14) days to return the Premises to the appropriate state.

This section shall not be interpreted so as to make Termination of the lease by the Tenant any less onerous than would otherwise be set out under the *Residential Tenancies Act, 2006*, as amended.

8. Care of Premises. The Landlord covenants to provide and maintain the Premises in a good state of repair and fit for habitation, and the Tenant agrees to keep the Premises in a reasonable state of cleanliness, to assume all responsibilities for the repair of damages caused by his willful or negligent conduct, or that of persons who are permitted on the Premises by him; and the Tenant further agrees not to make, or carry out any alterations or to decorate, without first obtaining the Landlord's approval in writing.

9. Property Taxes. All real property taxes and any municipal fees, levies or charges whatsoever as assessed against the Landlord with respect to the Premises shall be payable by the Landlord.

10. Entry by Landlord. The Landlord may enter the Premises and view the state of repair, and shall be entitled to make such repairs and alterations as are required and/or necessary; provided that such entry shall only be made in accordance with the terms and conditions of the *Residential Tenancies Act, 2006*, as amended.

11. Representations and Warranties. The Tenant agrees that there was no promise, representation, undertaking or warranty by or binding upon the Landlord with respect to any alteration, remodeling or decorating of or installation of equipment or fixtures in the Premises except such, if any, as is expressly set forth in this lease.

12. Rules and Regulations. The Tenant agrees to observe and comply with the Rules and Regulations in Schedule "A", attached hereto, with such variations, modifications, and additions as shall from time to time be made upon notice to the Tenant by the Landlord. The Tenant shall refrain from the doing of any act in the Premises which would in any way create a risk of fire or result in an increase in the rate of fire insurance covering the Building and/or contents and further not to bring or store anything whatsoever therein which would have a like or similar result.

13. Termination and Vacant Possession. The Tenant further covenants:

(a) That upon the termination of this lease in accordance with s. 19 herein, to deliver up possession of the Premises to the Landlord or his authorized agent and further to surrender all keys relating to the Premises, entrance doors to the Landlord's Building and any other entrance device to the Premises or to the said building. The Tenant shall provide vacant possession of the Premises upon the termination or expiry of the Lease.

If vacant possession cannot be provided on the termination date due to a subtenant refusing to vacate the premises for any reason, then the term of the lease shall extend to such time as vacant possession can be effected, provided that the Tenant has and continues to make reasonable ongoing efforts to effect vacant possession using all means available.

14. Delivery Services. The Tenant acknowledges and agrees that the Landlord shall have the right to limit access to the Building by delivery services where such services are not in the best interests of the Building or its occupants unless necessary for the health and welfare of the tenant or subtenant.

15. Electrical and Mechanical. In the event of any breakdown of the electrical, mechanical, heating or plumbing systems, the Landlord will not be liable or responsible for damages, personal discomfort or any illness arising therefrom, but the Landlord will carry out all necessary repairs with reasonable diligence.

16. Restrictions to be Observed. Any additional services or amenities provided by the Landlord such as swimming pool, sauna bath, play areas, or others which are for the exclusive use of the tenants and/or those members of their families occupying the

Premises and all the rules and regulations governing the use of same, must be adhered to otherwise the Landlord or his agent may restrict or refuse the use of such services or amenities.

17. Locks. The Tenant hereby consents to any alteration made in the locking system or to any change of locks in the Building in which the Premises are located, provided that written notice be given by the Landlord to the Tenant and new keys are provided at no charge to the Tenant.

18. Enjoyment of Premises. The Landlord and the Tenant mutually covenant that neither, by their own acts or those of their family, servants, guests or agents will do or permit any act upon the Premises which may in any way be objectionable or injurious to the reputation of the Premises or of either party. Furthermore, the Landlord agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Tenant. Similarly, the Tenant agrees not to do or cause anything to be done which may be deemed to be unreasonably disturbing to the Landlord or other tenants of the Building.

19. Notice of Termination of Tenancy.

(a) If either the Landlord or the Tenant desire to terminate the tenancy at the expiration or end of the Term, the party desiring to terminate the tenancy shall give notice in writing to that effect to the other party in accordance with the provisions of the *Residential Tenancies Act, 2006*, as amended.

(b) After the delivery of such notice of termination by either party, the Landlord shall be entitled to show the Premises to prospective tenants at all reasonable hours.

(c) If neither party delivers such notice of termination to the other, then upon the expiration of the Term, the Tenant shall become a monthly tenant only subject to the terms and conditions as set out and the said monthly rental rate may be increased by the Landlord (at the rate as established in the *Residential Tenancies Act, 2006*) upon giving the Tenant the proper notice of such rental increase.

(d) Any monthly tenancy as may be created under (c) may be terminated by giving notice not less than 60 days before the date the termination is specified to be effective and shall be specified to be effective on the last day of a month of the tenancy; provided that any such notice of termination shall be without prejudice to the Landlord's right to show the Premises to prospective tenants at all reasonable hours after such notice has been delivered.

20. Breach of Covenant and Remedy.

Subject to this Agreement, in the event that either party, at any time, is in breach of any covenant contained herein (save and except the covenant to pay rent), the other party shall be obliged to provide written notice of such breach within 30 days from the date that such breach came to the party's attention and shall allow a reasonable period of time to the defaulting party in which to remedy such breach. Where either party fails to provide the other party with the required notice, neither party shall be entitled to a remedy for the alleged breach, save and except the timely payment of Rent

21. Liability. Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or to any other person while such property is located upon the Premises or anywhere else on the property of the Landlord; Unless resulting from the negligence of the Landlord or its employees and agents, the Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by the Tenant, its employee(s), its agents, servants, guests or other invitees who may be upon the Premises or the Building or appurtenances thereto. Subject to the foregoing, all risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom up to the limit of applicable insurance.

22. Amendment or Waiver. No amendment or waiver of any part of this lease shall be effective unless same is in writing and attached to or endorsed upon the said lease by the Tenant and the Landlord (or the Landlord's authorized agents, it being specifically

understood and agreed between the parties that the Landlord's janitors or superintendents are NOT authorized agents of the Landlord within the meaning of this clause).

23. **Notices.** Except where otherwise provided by the *Residential Tenancies Act, 2006*, as amended, any notice required or contemplated by any provision of this lease shall be deemed to be sufficiently given if served personally, or deemed to be received within 72 hours of mailing post prepaid in a registered letter addressed to:

the Landlord: <Insert Address >

the Tenant: <Insert Address >

the subtenant: <Insert Address >

24. **Miscellaneous.** This lease and everything contained in it shall extend to and bind and enure to the benefit of the heirs, executors, administrators, successors and assigns (as the case may be) of the parties to it.

25. **Insurance.** The Tenant must have insurance at all times, and all policies shall contain a waiver of subrogation clause in favour of the Landlord. If the Landlord asks for proof of coverage, the Tenant must provide it. It is up to the Tenant to get contents insurance if they want it.

Occupants of the premise must have in place \$1 million General Liability and \$1 million Tenants Legal Liability.

26. **Overlooking and Condoning.** Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non observance nor so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or non observance.

By signing this Agreement, the Landlord and Tenant agree to follow its terms.

LANDLORD

Signature

Witness

Print Name: _____

THE CORPORATION OF THE CITY OF LONDON

Schedule "A"

Rules and Regulations

1. **Moving of Furniture.** Household furniture and effects shall not be taken into or removed from the Premises except at such times and in such manner as are first approved by the Landlord. No heavy furniture or other objects shall be moved over the floors of the rooms, halls, landings or stairs so as to mark them.
2. **Floors.** Floors shall be kept clean and polished by the tenant at all times, and rugs shall be laid thereon to suppress noise that might disturb neighbouring tenants.
3. **Walls.** The tenant shall not paint, paper or decorate any part of the Premises without first obtaining the consent of the Landlord. Spikes, hooks, nails or screws shall not be inserted in the walls or floors or woodwork of the Premises.
4. **Windows and doors.** All glass, locks, and trimmings upon the doors and windows of the Premises shall be kept whole, and damaged part thereof immediately replaced or repaired to the satisfaction of the Landlord or his agent. Windows shall not be allowed to remain open so as to admit rain or snow or cause injury to the property of other tenants or to the property of the Landlord. Tenants neglecting this rule are to be held responsible for any resulting damage.
5. **Locks.** Additional locks or bolts shall not be placed upon any door of the Premises, and the present locks shall not be altered, without the written consent of the Landlord, which shall be endorsed upon the lease.
6. **Radiators and ventilators.** Air vents attached to radiators shall not be opened. If any radiator or air vent is found out of order from any cause, the janitor shall at once be notified. Any damage to the property of the Landlord or of other tenants caused by neglect of these precautions shall be the responsibility of the Tenant whose radiator has become defective. The tenant shall not tamper with the grills or any part of the mechanical ventilators or any part of the equipment in the building.
7. **Water and water-closets.** Water shall not be left running unless it is in actual use in the Premises or in the laundry attached to the Premises. Water-closets and other water apparatus shall not be used for any purpose except that for which they are constructed. No sweepings, garbage, rags, ashes, or any other similar substances shall be thrown therein. Any damage resulting to the drains from misuse or from unusual or unreasonable use shall be borne by the tenant to whose apartment the damage is traceable.
8. **Electrical installations.** The Landlord or his agents will direct electricians where and how the wires are to be introduced, for telephone service and without such direction drilling or cutting for wires will not be carried on. If a tenant desires to install, add to or alter gas or electric light fittings he must arrange with the Landlord for the necessary connections and no gas pipe or electric wire may be introduced without the authorization in writing of the Landlord. The Tenant shall not install on his Premises additional equipment, additional electrical circuits, or additional electrical or other appliances which may overload existing electrical circuits without the written consent of the Landlord.
9. **Aerials.** A telephone, radio, or television aerial shall not be erected, installed or attached to the Building by the tenant.
10. **Laundry appliances.** No washing or drying machines shall be brought upon the Premises or into the Building without the consent in writing of the Landlord.
11. **Balconies.** Awnings shall not be erected on the outside of the windows or above the balconies of the Premises without the prior written consent of the Landlord. Cleaning utensils, bedding or rugs shall not be shaken or beaten from any window, door or balcony. Barbecuing is not permitted on the balcony, and the balcony shall not be used for storage. In washing balcony floors water shall not be permitted to escape over the sides of the floor. Summer furniture only may be placed on the balcony. Nothing shall be allowed to overhang any window-sill or to project beyond any balcony railing.
12. **Interference from appliances.** The tenant shall not use any electrical appliance or power tool on the Premises so as to interfere with the reception of any radio or

television set or the operation of any power tool or electrical appliance in the Building. If the Landlord informs the tenant that such interference has occurred, the tenant shall discontinue such interference immediately.

13. **Noise.** Noise of any kind which in the opinion of the Landlord may be calculated to disturb the comfort of any other occupant of the Building shall not be made by a tenant, nor shall any noise whatsoever including the playing of any musical instrument be repeated or persisted in after requests to discontinue such noise has been given by the Landlord. Pianos, organs, violins, and other musical instruments shall not be permitted to be played by the tenant in the Premises after eleven o'clock p.m.

14. **Animals.** No animal or bird shall be allowed upon or kept in or upon the Premises without the consent of the Landlord endorsed on this lease.

15. **Fire risks.** The tenant shall not do or permit anything to be done in the Premises, or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance premium on the Building, or on property therein, or which shall obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fires or the regulations of the fire department or with any insurance policy upon the Building, or conflict with any of the rules and ordinances by the Board of Health or with any statute or municipal by-laws.

Smoking. Under provincial law, smoking is not allowed in any indoor common areas of the Building.

16. **Garbage.** Tenants shall not place, leave or permit to be placed or left in any common areas of the buildings any debris or refuse. Tenants shall wrap all garbage tightly in paper, tie it, and place it at the curbside on collection day.

17. **Entry, passageways and halls.** The entry, passageways, halls and stairways used in common by the tenants shall not be obstructed by any of the tenants or used by them for any purpose save for ingress to and egress from their premises. Tenants shall not place or allow to be placed in the common halls or passageways of the building any rubbers, boots, or umbrellas.

18. **Storage space.** If storage space is provided by the Landlord for the use of the tenant, the Landlord shall be under no liability for loss, damage, or theft of any of the tenant's goods or chattels stored in the building.

19. **Notices.** Signs, advertisements or notices shall not be inscribed, painted or affixed on any part of the outside of the building, or on the inside of the building.

20. **Parking.** The tenant shall not park his car in any unauthorized area. Any tenant parking his car in an unauthorized area may be charged with the cost of towing it away.

21. **Landscaping.** Tenants, their families and their guests shall not harm, mutilate, destroy or alter the landscaping works attached to the property, including grass, trees, shrubs, hedges, flowers and flower beds.

Bill No. 340
2020

By-law No. A.-_____ - ____

A by-law to approve an Amendment to the Agreement with Lifemark Occupational Health and Wellness Inc. for the provision of Occupational Therapy services at the Dearness Home; and to authorize the Mayor and City Clerk to execute the Agreement.

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

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001* authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

AND WHEREAS The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc. entered into an Agreement with effect as of February 1, 2019 for the provision of Physiotherapy and Occupational Therapy Services (the "Services") at the City's Long-Term Care Home ("Dearness Home");

AND WHEREAS The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc. wish to amend the Agreement;

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

1. The Amending Agreement to the Lifemark Agreement entered into between The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc., substantially in the form attached as Schedule 1 to this by-law, is approved.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement approved in section 1, above.
3. The Managing Director Housing, Social Services and Dearness Home, or written designate, is delegated the authority to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lifemark Agreement that are consistent with the requirements contained in the Lifemark Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Managing Director Housing, Social Services and Dearness Home, and the Manager of Risk Management.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Schedule 1

THE AGREEMENT with effect as of the 1st day of February, 2019.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

OF THE FIRST PART

-AND-

LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.
(“Lifemark”)

OF THE SECOND PART

WHEREAS the City requested proposals for the provision of Physiotherapy Services and Occupational Therapy Services for the City's Long-Term Care Home under the *Long-Term Care Homes Act, 2007* (“Dearness Home”), (the RFP);

AND WHEREAS Lifemark responded in writing to the RFP on October 17, 2018 to provide Physiotherapy Services, Occupational Therapy Services and Footcare Services (the “Services”) at the Dearness Home, (the Proposal);

AND WHEREAS the Physiotherapist and Occupational Therapist who will be providing the Services are licensed or accredited under all applicable laws and regulations and by all applicable authorities to provide Physiotherapy Services and Occupational Therapy Services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in considerations of the mutual covenants herein contained, the parties covenant and agree, each with the other, as follows:

1.0 SERVICES

1.0.1 The City hereby retains Lifemark to provide Physiotherapy Services, Occupational Therapy Services and Footcare Services at the Dearness Home and agrees to provide the Services in accordance with the Proposal which shall be deemed to form part of this Agreement.

2.0 TERM

2.0.1 The contract will commence February 1, 2019 for a three (3) year period terminating January 31, 2022 with an option to renew the contract for two (2) additional one (1) year periods in accordance with the Proposal which shall be deemed to form part of this Agreement.

3.0 SCOPE OF SERVICE

3.0.1 Lifemark agrees to provide all of the Services to the long-term care home residents of the Dearness Home (“Residents”) in accordance with all applicable laws and regulations, and policies and standards of the Dearness Home, as may be amended from time to time. Without limiting the foregoing, Lifemark will provide the following:

One (1) full time Registered Physiotherapist -38 direct care hours per week.

3 Physiotherapy Assistants

-112 direct care hours per week.

All program requirements for the Services at the Dearness Home are outlined in the RFP document, and shall be deemed to form part of this Agreement.

Lifemark shall provide the Services seven (7) days per week, with normal working hours being Monday to Friday – approximately between 8:00 a.m. to 6:00 p.m. Hours during the evening and weekends are available solely at the discretion of the consultant Physiotherapist. Each consultant professional is required to sign-in and sign-out of Dearness Home during their service visits. The half hour lunch break is not included in billable hours.

Lifemark guarantees and covenants that the Physiotherapist and Occupational Therapist who will be providing the Services are licensed or accredited under all applicable laws and regulations and by all applicable authorities to provide the Services.

- 3.0.2 Lifemark shall work as part of the Dearness Home's multi-disciplinary care team to deliver client-centred care in a long-term care home facility. Lifemark shall communicate with Residents, Dearness staff, and families of Residents regarding Resident goals, interventions, and outcomes, attend Care Conferences and RAP (Resident assessment protocols) when required and have direct participation in Dearness Home committees as mutually agreed between the parties.
- 3.0.3 Lifemark shall provide the Services to the Residents at mutually agreed times and dates with the Resident (where applicable) and Dearness Home.
- 3.0.4 Lifemark shall assess each Resident's need for physiotherapy; develop, implement and evaluate interventions to the specific assessed need to the individual. All new admissions will be assessed and the results of the assessment will be available to the interdisciplinary team within twenty (21) days of admission to the Home.
- 3.0.5 Lifemark shall assess Resident needs for seating, mobility devices and related restorative aids and work with Residents, families of Residents, Dearness staff, external suppliers and third-party payers to ensure the timely provisions of the appropriate seating/mobility/adaptive devices for the Residents.
- 3.0.5 Lifemark shall provide assistance to Dearness staff in identifying the seating, mobility and related assistive devices to provide greater independence to Residents in completing the activities of daily living as requested and within available time.
- 3.0.7 Lifemark shall provide educational in-service to the Dearness staff, Residents and family pertaining to physiotherapy/occupational therapy programs and services, including Nursing Rehab/Restorative Care education, Falls and Restraints, proper techniques for resident lifts and transfers, pain management, and palliative care, as mutually agreed between the parties.
- 3.0.8 Lifemark shall ensure that Lifemark employees or others for whom Lifemark is legally responsible ("Lifemark staff"): abide by Dearness Home and City of London policies; document and maintain records of treatment and resident interventions in accordance with professional and legal standards, Ministry of Health and Long Term Care requirements, and RAI MDS Coding for Assessment stipulations; and update Care Plans and record assessments and interventions on Resident clinical records (appropriate sections in P and G by Physiotherapist and sections Pb.1 by Occupational Therapist).

- 3.0.9 Lifemark shall ensure that Lifemark staff: provide the Dearness Home with statistical reports and quarterly audits; follow established procedures; and participate in CQI committees and satisfaction surveys.
- 3.0.10 Lifemark shall ensure that all Lifemark staff who provide the Services to the Residents of the Dearness Home are duly qualified to perform the work, are registered with the applicable regulatory body (e.g. College of Physiotherapists of Ontario, Occupational Therapist of Ontario), and comply with current professional standards.
- 3.0.11 Lifemark shall use its best efforts to provide consistency in the Lifemark staff it assigns to the Dearness Home and shall inform the Manager of Community Life or designate of any changes in Lifemark staff it assigns to the Home.
- 3.0.12 Lifemark shall immediately report any Resident-related injuries or incidents to the Manager of Community Life or designate arising from the Services.
- 3.0.13 Lifemark shall ensure its Lifemark staff properly use and oversee equipment, and immediately report any issues where equipment is not in proper working condition to the Manager Community Life or designate.
- 3.0.14 Lifemark shall participate in Dearness Home's Quality Assurance/Risk Management program and Accreditation preparation and survey. This includes participation in CQI committees at Dearness Home, satisfaction surveys and best practice initiatives that allow for improvement opportunities.
- 3.0.15 Lifemark shall provide foot care services including assessment and treatment following best practise guidelines developed by the College of Nurses of Ontario as well as defined in the RFP document at the agreed upon rate of \$25.00 per visit, or such other amount as agreed to in writing by the Manager of Community Life or designate.
- 3.0.16 Where consent is required to perform a treatment on a Resident, Lifemark shall ensure that such consent has been obtained in accordance with all applicable law, prior to performing such treatment.
- 3.0.17 Lifemark shall comply with all applicable laws, regulations, by-laws, and policies.

CONFIDENTIALITY

- 3.0.18 Lifemark shall ensure that Lifemark staff comply with applicable privacy legislation, including where applicable the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, and the *Personal Information Protection and Electronic Documents Act*. Lifemark will (and Lifemark shall ensure Lifemark staff will) hold confidential and will not disclose or release to any person at any time during or following the term of this Agreement, except where required by law, any information or document without obtaining the written consent of the Dearness Home Resident or City if applicable, prior to the release or disclosure of such information or document. Lifemark shall ensure that Lifemark staff do not access confidential Resident information except on a need-to-know basis.

4.0 FEE SCHEDULE

Annual Physiotherapy Funding is based on the number of licensed/approved beds in operation at the LTC home as of January 1 of each funding year.

Payment will be made on a monthly basis, based on the services received with the amount of funding City obtains from the Province of Ontario. Physiotherapy Funding will be subject to any adjustments as determined by the Ministry of Health.

Occupational Therapy Services will be provided at a billing rate of \$55.00 per hour for a minimum of 16 hours per week.

Lifemark shall submit electronic invoices to Dearness Home by the 5th day of the month that follows the month in which the Physiotherapy and Occupational Therapy services were performed. Hours of services billed must be reconciled with the actual worked hours of the sign in and out document. Dearness Home shall pay all invoices upon receipt once reconciliation confirmed. Foot Care is third party billing to residents that do not have a comfort account with Dearness Home.

5.0 TERMS AND CONDITIONS

5.0.1 Indemnification

Lifemark undertakes and agrees to defend and indemnify the City and hold the City harmless, at Lifemark's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of:

- (a) any breach of this Agreement by any of Lifemark, Lifemark staff or persons for whom Lifemark is at law responsible;
- (b) any loss or misuse of funds held by Lifemark under this Agreement;
- (c) the acts or omissions of Lifemark, its officers, agents, Lifemark staff, or others for whom it is responsible in law, arising out of the performance of its obligations under this Agreement.
- (d) any claim or finding that any of Lifemark, Lifemark staff, or persons for whom Lifemark is at law responsible, are employees of or are in any employment relationship with the City or are entitled to any Employment Benefits of any kind; or,
- (e) any liability on the part of the City, under the *Income Tax Act* (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from Lifemark, Lifemark staff, or others for whom Lifemark is at law responsible, in connection with the performance of the Services or otherwise in connection with Lifemark's business.

5.0.2 Insurance

Lifemark shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less

than Five Million (\$5,000,000.) dollars and shall include the City as an additional insured with respect to Lifemark's operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and bidders' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- b) The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types policies appropriate to the work as the City may reasonably require.

5.0.3 Workplace Safety and Insurance Board

Lifemark shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. Lifemark further agrees to maintain their WSIB account in good standing throughout the contract period.

5.0.4 Police Records Check and Vulnerable Sector Check - Screening

It is the responsibility of Lifemark to obtain a Police Records and Vulnerable Sector Check clearance for all Lifemark staff who will be providing the Services and ensure that the Checks are kept current throughout the contract period. Lifemark must make these documents available for review by the City upon request. The City will conduct random reviews (the City will provide Lifemark with advance notice) at Lifemark's office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

5.0.5 Personnel

- a) All Lifemark staff shall be the employees of Lifemark, and Lifemark shall be solely responsible for the arrangement of relief, substitution pay, supervision, discipline, health and safety, Employment Insurance, Canada Pension, Worker's Compensations, leave, uniform, footwear and all other matters arising out of the relationship between employer and employee. Lifemark shall show due diligence in the hiring process to ensure that staff are appropriately screened for their ability to be employed in the physiotherapy and occupational therapy profession as well as the footcare nurse.
- b) Payment of employee fringe benefits including statutory holiday pay, overtime pay, severance pay, etc., shall be the responsibility of Lifemark.

5.0.6 Meetings

Lifemark shall meet with the Manager Community Life or designate as required to discuss matters pertinent to the Services provided by Lifemark.

5.0.7 Occupational Health and Safety

- a) Lifemark will abide by and enforce the requirement of the current Ontario Occupational Health and Safety Act, Regulations for Industrial Establishments, the Workplace Hazardous Materials Information System (W.H.M.I.S.) and other relevant regulations made under the Occupational Health and Safety Act.
- b) For the purposes of this contract Lifemark will be considered the Employer as defined by the Ontario Occupational Health and Safety Act. Lifemark will appoint an appropriate number of supervisors to provide supervision to their employees. These supervisors appointed by Lifemark will be considered Supervisors and must be Competent Persons as defined by the Ontario Occupational Health and Safety Act. A Competent Person is defined as:

A person who:

- i) is qualified because of knowledge, training and experience to organize the work and its performance;
- ii) is familiar with the Ontario Occupational Health and Safety Act and the regulations that apply to the work; and
- iii) has knowledge of any potential or actual danger to health or safety in the workplace.

Lifemark will establish and maintain a health and safety policy and program for the purposes of this contract. The policy and program will include, but is not limited to, the following elements:

- i) roles and responsibilities of the employer, supervisors and workers;
 - ii) procedures on the safe operation and maintenance of equipment, tools machinery, etc.;
 - iii) emergency and evacuation procedures;
 - iv) procedures for the reporting and investigation of health and safety concerns and injuries;
 - v) compliance with MSDS, labelling and training requirements of the Workplace Hazardous Materials Information System; and
 - vi) employee training on workplace hazards, safe work procedures, first aid, emergency procedures, etc.
- c) In the event of a fire, death, critical injury, disabling injury, occupational illness or other circumstance described in the Occupational Health and Safety Act, Lifemark will notify the Ministry of Labour and any other groups or individuals as prescribed or legislatively required. Lifemark will immediately advise the City's representative of the above occurrences.
 - d) On occasion the City may require that Lifemark adhere to the City's health and safety policies, procedures, practices, guidelines, etc. These requirements will be communicated by the City's representative as necessary. Any cost incurred for this purpose will be borne by Lifemark.
 - e) In addition to the above, Lifemark will take every precaution reasonable in the

circumstances for the protection of their employees.

5.0.8 Assignment

Lifemark shall not, without written consent of the City's Manager of Purchasing and Supply or designate, make any assignment or any subcontract for the execution of any Services or product. The consent of the City's Manager of Purchasing and Supply or designate may be arbitrarily withheld.

5.0.9 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

Lifemark shall ensure that all its employees, or others for whom Lifemark is legally responsible, receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the Customer Service Standards in the applicable Regulations (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended (the "Act"). Lifemark shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding Customer Service Standards set out in the Regulation. Lifemark shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require Lifemark to amend its training policies to meet the requirements of the Act and the Regulation.

6.0 TERMINATION

6.01 Termination

The City reserves the right at its absolute sole discretion, to terminate this contract, for any reason or no reason, with at least thirty (30) days' advance written notice, without cause and without penalty.

6.0.2 Termination - Non-Performance

- a) In the event that Lifemark, in the opinion of the Manager Community Life or the Dearness Home Administrator ("Administrator"), fails to perform the Services in accordance with the scope of work, terms and conditions as stated herein, the City reserves the right to terminate the contract with at least thirty (30) days' advance written notice, without penalty to the City, and contract for the services with an alternate service provider or issue a new RFP.
- b) In the event that one or more serious issues occur which affect the Resident's health or safety in the opinion of the Manager Community Life or Administrator, the Manager Community Life or Administrator reserves the right to terminate the contract immediately by providing written notice of same, without penalty to the City, and contract for the services with an alternate service provider or issue a new RFP.
- c) The Manager Community Life or Administrator reserves the right to request Lifemark to cease treatment on a Resident, if in the Manager Community Life's or Administrator's opinion the treatment being performed on a Resident can or is doing harm to the Resident.

7.0 GENERAL

7.0.1 Notice

Any notice or communication required or permitted to be given under the Agreement shall be in writing and served personally, delivered by courier or sent by registered mail, addressed to the other party:

To the City: The Corporation of the City of London
Attention: Housing, Social Services and Dearness Home
Citi Plaza, 355 Wellington Street, Suite 248, 2nd floor
London, Ontario N6A 3N7

To Lifemark: Lifemark Occupational Health and Wellness Inc.
1 Yonge Street, Suite 402
Toronto, Ontario M5S 1E6
Attention: Meagan Mabady, Acting Vice President
Meagan.mabady@lifemark.ca

7.0.2 Severability

If any term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.0.3 Amendments

All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

Where the Province of Ontario makes changes to the Physiotherapy Funding Policy, amounts will be pro-rated to reflect the change. Administrator or designate shall advise Lifemark of such change and work with Lifemark to ensure compliance with the Funding Policy.

7.0.4 Governing Law

This Agreement shall be governed by and interpreted in accordance with Ontario law.

7.0.5 Circumstances Beyond the Control of Either Party

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

7.0.6 Survival

The provisions relating to liability, indemnity and confidentiality shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of termination of this Agreement.

7.0.7 Execution

Lifemark acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have caused to be executed, this Agreement;

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON



Ed Holder
Mayor



Catharine Saunders
City Clerk

LIFEMARK OCCUPATIONAL HEALTH AND WELLNESS INC.

Date

Per (Signature): 

Print Name: Liz Bellantyne

Print Title: Senior Vice President

I Have the Authority to Bind the Corporation


Date

Per (Signature): _____

Print Name: _____

Print Title: _____

I Have the Authority to Bind the Corporation

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: <u>Jul 7/19</u>	
APPROVED AS TO FORM ONLY	

Bill No. 341
2020

By-law No. A.- _____ - _____

A by-law to authorize and approve a standard form "CHMC Seed Funding Contribution Agreement" with Canadian Mortgage and Housing Corporation.

WHEREAS under the Seed Funding Program established pursuant to Section 76 of the *National Housing Act*, the Canadian Mortgage and Housing Corporation (CMHC) provides funding for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;

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 including respecting climate change, 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;

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

1. The standard form "CMHC Seed Funding Contribution Agreement" substantially in the form attached as Schedule "1" to this By-law, is approved as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
2. The Managing Director, Housing, Social Services and Dearness Home is delegated the discretionary authority to approve of agreements with Canada Mortgage and Housing Corporation that are based on the standard form of agreement approved in subsection 1, with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
3. The Mayor and City Clerk are delegated the authority to execute such agreements approved in subsection 2.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – November 10, 2020
Second reading – November 10, 2020
Third reading – November 10, 2020

CMHC SEED FUNDING CONTRIBUTION AGREEMENT

(“Agreement”)

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

(“CMHC”)

- AND -

«LEGAL_NAME»

(“Recipient”)

(Collectively referred to as the “Parties” and each individually a “Party” under this Agreement.)

WHEREAS under the Seed Funding Program established pursuant to Section 76 of the National Housing Act (“Program”), CMHC provides funding for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable.

and

WHEREAS the Recipient has requested CMHC Seed Funding from CMHC through the submission of an application which was approved by CMHC on «Approval_Date», for any one or more of the housing projects (“Project”) and certain eligible costs associated with the Project, as identified under **Schedule A** of this Agreement (the “Eligible Activities”); and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the funding provided by CMHC to the Recipient, the Recipient covenants and agrees with CMHC as follows:

1. Term of Agreement.

This Agreement shall become effective on October 9, 2020 (“Effective Date”) and shall terminate on the second year anniversary of the Effective Date October 9, 2022 (“Initial Term”), unless terminated earlier in accordance with its terms. At CMHC’s sole discretion and following the end of the Initial Term, this Agreement may be extended in writing by CMHC. Collectively the Initial Term and any CMHC authorized extension shall constitute the “Term” of this Agreement.

2. Seed Contribution and Maximum Financial Liability.

The maximum contribution of CMHC under this Agreement is \$«Contribution_Amount» (the “Seed Contribution”). The Recipient acknowledges and agrees that:

- (a) The Recipient’s eligibility for the Seed Contribution is conditional upon the Recipient’s ongoing compliance with the terms and conditions set out under this Agreement;
- (b) The Recipient shall use the Seed Contribution only for the approved Eligible Activities described in **Schedule A** (Project and Eligible Activities);
- (c) The Recipient must complete an assessment of the needs/demands and a preliminary financial feasibility assessment satisfactory to CMHC, at its discretion, prior to incurring expenses for other Eligible Activities;
- (d) The Seed Contribution shall not be used to finance Eligible Activities carried out prior to the Recipient’s receipt of CMHC’s Application Approval Letter confirming the Recipient’s eligibility for the Seed Contribution; and
- (e) The Recipient’s eligibility for the Seed Contribution does not constitute an assurance that the Project or associated Eligible Activities will be approved for other forms of CMHC or other federal assistance.

3. Project.

Project shall mean the housing project outlined under **Schedule A** of this Agreement. The Project shall, at all times during the Term of this Agreement, meet the minimum “affordability criteria” in accordance with available municipal/provincial standards or, failing such standards, as determined by CMHC.

4. Eligible Activities.

Eligible Activities shall include those activities related to the Project, which have been specifically approved by CMHC, and set out under **Schedule A** of this Agreement. The Recipient agrees that:

(a) within the first twelve (12) months of the Effective Date of this Agreement, the Recipient shall have invoiced at least 50% of the Seed Contribution for the Eligible Activities identified under Schedule A; and

(b) within ten (10) calendar days of the end of the Initial Term of this Agreement, «Eligible_Date», the Recipient shall have completed and invoiced the remaining Eligible Activities identified under Schedule A.

5. Approval of Eligible Activities.

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Contribution to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

6. Semi-Annual Report

The Recipient shall provide CMHC with a semi-annual progress report (the “**Report(s)**”), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project.

Commencing on the Effective Date of this Agreement and until the termination of this Agreement, the Report is due six (6) months from the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

7. Advances.

Provided that the Recipient is in compliance with all of the provisions of this Agreement and has submitted detailed invoices evidencing the actual and reasonable expense for the Eligible Activities, the Seed Contribution will be advanced to the Recipient in an amount equal to such invoice amounts provided by the Recipient. Collectively the advances under this Agreement shall not exceed the amount of the Seed Contribution.

CMHC shall not advance funds to the Recipient where the Eligible Activities are not completed to CMHC's satisfaction, in its sole opinion, and within the timeframes set out in Section 4(a) and (b) of this Agreement.

8. Independent Recipient.

It is the intention of the Parties that CMHC is solely a financial contributor to the Eligible Activities and that the Eligible Activities shall not be a partnership or joint venture between CMHC and the Recipient or any other person.

9. Release Information regarding the Eligible Activities.

The Recipient shall allow CMHC the use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

10. Acknowledgement of Seed Contribution.

Where the Recipient plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Contribution, the Recipient shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

“This [Project name/description] received funding from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions.”

11. Intellectual Property.

All information and materials produced under this Agreement shall be the exclusive property of the Recipient and the Recipient shall have copyright therein. Subject to the terms and conditions of this Agreement, the Recipient hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. This licence so granted shall survive the termination of this Agreement.

12. Indemnification.

The Recipient agrees to indemnify and save harmless CMHC, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not CMHC is named party in such actions, suits or proceedings.

13. Personal Liability.

Where the Recipient is not an incorporated organization, the representatives of the Recipient, signing this Agreement on behalf of the Recipient, acknowledge that THEY SHALL BE PERSONALLY LIABLE ON A JOINT AND SEVERAL BASIS FOR ALL obligations of the Recipient under this Agreement including without limitation Section 12 (Indemnity), Section 15 (Fraud, Misconduct or Misrepresentation), Section 17 (Termination) and Section 21 (Conflict of Interest).

14. Records.

The Recipient will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

15. Fraud, Misconduct, or Misrepresentation.

Notwithstanding Section 17 of this Agreement, if CMHC is of the opinion that there has been fraud, misconduct, or misrepresentation on the part of the Recipient or its representatives, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Contribution disbursed to the Recipient by CMHC shall be immediately repayable by the Recipient to CMHC. In the event that the Recipient is not a legal entity, the representatives of the Recipient signing this Agreement shall be liable to CMHC on a joint and several basis for the repayment of the Seed Contribution in accordance with the terms of this Section 15.

16. Confidentiality.

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

17. Termination.

- (1) CMHC may, by written notice to the Recipient (the "**Notice of Termination**"), immediately terminate this Agreement if:
 - (a) the Recipient has breached one or more of its obligations under this Agreement and has not remedied its obligations, to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing (as the case may be), or
 - (b) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations, or
 - (c) the Project does not proceed within two (2) years after the initial advance of the Seed Contribution is disbursed by CMHC to the Recipient.
- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Recipient, including without limitation, if funding for the

Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.

- (3) Upon termination of this Agreement by CMHC, CMHC will have no further liability of any kind to the Recipient and the Recipient shall return all of the Seed Contribution paid to the Recipient by CMHC within thirty (30) calendar days of the date of the Notice of Termination.
- (4) Notwithstanding any other term or condition of this Agreement to the contrary, Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Personal Liability) and Section 16 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

18. Entire Agreement.

The Parties agree that the Schedule A (Project and Eligible Activities) will form a part of the Agreement and is of full force and effect for the entire Term of the Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by both Parties. For greater clarity, the written waiver by either Party of any breach of any provision of this Agreement by the other Party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

19. Binding Agreement.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

20. No use of Name or Logo.

It is agreed that the Recipient will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

21. Conflict of Interest.

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 17(3) of this Agreement shall apply.

22. House of Commons.

No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

23. Governing Law and Jurisdiction.

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is located. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

24. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

CMHC:

700 Montreal Road,
Ottawa, ON K1A 0P7
Financing Operations
Fax: 613-748-2404
E-mail: «CS_Email»

«LEGAL NAME» :

«Street_Address»
«City_Province_Postal_Code»
Contact : «Contact_Name»
E-mail : «Contact_Email»

25. No Disbursement Prior to the Signing of the Agreement.

None of the Seed Contribution shall be disbursed until a copy of this Agreement is signed by the Recipient and delivered to CMHC.

26. Counterparts and Electronic Delivery.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

«LEGAL_NAME»

Signature: _____

Name:

Title:

Witness: _____

Signature: _____

Name:

Title:

Witness: _____

I/We have the authority to bind the Recipient.

CANADA MORTGAGE AND HOUSING CORPORATION

Signature: _____

Name:

Title:

Signature: _____

Name:

Title:

I have the authority to bind the Corporation.

DRAFT

Schedule A

PROJECT AND ELIGIBLE ACTIVITIES

1. The Project in receipt of the Seed Contribution is described as follows:

«Project_Description».

2. The CMHC approved Eligible Activities are specified below:

- Analysis of need and demand for the proposed project;
- Special purpose surveys;
- Preliminary financial feasibility;
- Business plan;
- Incorporation;
- Option to purchase (loan only);
- Registration of security (loan only);
- Professional appraisal;
- Site surveys;
- Planning fees (for example, rezoning, development agreement costs);
- Preliminary design;
- Project viability assessment plan/analysis-pro forma;
- Environmental site assessments;
- Geotechnical surveys (soil load-bearing tests);
- Energy/accessibility modelling studies (cost-benefit analyses);
- Engineering studies (for example, wind, shadow and traffic impact analyses);
- Project drawings and specifications;
- Construction cost estimates;
- Quantity Surveyor;
- Contract documents;
- Development permits;
- Final viability / analysis – pro forma;
- Completion appraisal;
- Other (please specify);

CMHC SEED FUNDING LOAN AGREEMENT

THIS AGREEMENT made this October 9, 2020

BETWEEN

CANADA MORTGAGE AND HOUSING CORPORATION

("CMHC")

- AND -

«LEGAL_NAME»

("Borrower")

(Collectively referred to as the "Parties" and each individually a "Party" under this loan agreement ("Agreement").)

WHEREAS under the Seed Funding Program, established pursuant to Section 76 of the National Housing Act ("Program"), CMHC may provide funding for the development or implementation of proposals to help increase the supply of affordable housing and to assist the continued viability and affordability of existing projects.

AND WHEREAS the Borrower has requested Program funding from CMHC through the submission of a loan application dated «Application_Date» ("Application"), which was subsequently approved by CMHC on «Approval_Date» ("Application Approval"), for the housing project identified under **Schedule A** of this Agreement (the "Project") and certain eligible costs associated with such projects, as identified under **Schedule A** of this Agreement (the "Eligible Activities");

NOW THEREFORE, the Parties agree to enter into this Agreement in respect of the Project, on and subject to the following terms and conditions:

1. Seed Loan.

Subject to the terms and conditions of this Agreement, CMHC agrees to provide a loan to the Borrower up to an amount of «Loan_Amount» (the "Seed Loan"). The Borrower's eligibility for the Seed Loan does not constitute an assurance that the Project or associated Eligible Activities will be approved for CMHC loan insurance, or other forms of CMHC or federal assistance. The Borrower agrees to use the proceeds from the advances under this agreement only for Eligible Activities.

2. Advances.

This Agreement shall become effective on October 9, 2020 ("Effective Date") and the Borrower will submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures in each case within 36 months of the Effective date. For greater certainty, if the Maturity Date (as defined below) occurs prior to 36 months following the Effective Date then the Borrower will be required to submit invoices evidencing expenditure of amounts to pay for the Eligible Activities equal to 100% of the Seed Loan and request advances for such expenditures by such earlier date.

The Borrower shall submit detailed invoices or receipts evidencing the actual expense for the Eligible Activities ("Requested Amount") at least ten (10) business days prior to the proposed advance date. Provided CMHC is satisfied, in its sole discretion, that:

- (a) the Eligible Activities have been completed within the timeframes set out under this Agreement;
- (b) the aggregate amount of all advances made under this Agreement will not exceed the maximum amount of the Seed Loan provided under Section 1 of this Agreement; and
- (c) the Borrower is in compliance with all of the provisions of this Agreement,

CMHC will advance an amount not exceeding the Requested Amount. CMHC reserves the right to limit the amount reimbursed with respect to the Eligible Activities, to reasonable amounts charged for comparable services. At any time before or after making any advances under this Agreement, CMHC may, in its sole discretion, without notice, reduce the maximum amount of the Seed Loan to such lesser amount as CMHC may determine in its sole discretion.

3. Approval of Eligible Activities.

Notwithstanding the approval by CMHC of the Eligible Activities or the receipt by CMHC of reports or other documentation in respect of the Eligible Activities, the Borrower will be solely responsible for completing the Eligible Activities and obtaining appropriate professional advice to complete the Eligible Activities. CMHC will not be liable for approving the Eligible Activities, providing a Seed Loan to complete the Eligible Activities or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. Any reports or other documentation delivered to CMHC by the Borrower in respect of the Eligible Activities will be solely for the purposes of confirming compliance with this Agreement and under no circumstances will CMHC be responsible for the content of any such reports or other documentation or ensuring compliance by the Borrower with any such reports or other documentation.

4. Repayment.

- (1) The “**Repayment Amount**” shall include all amounts of the Seed Loan advanced under this Agreement, prior to the “**Maturity Date**”. The Repayment Amount shall be repayable on the Maturity Date, which date shall be the earlier of: (i) the date on which the Borrower receives a Project Financing (as defined in Section 7(2)), or (ii) the third (3) year anniversary of the Effective Date or (iii) the date on which the Borrower notifies, in writing, CMHC that the Project has been discontinued or otherwise abandons the Project or (iv) the date of a Notice of Termination (as defined under Section 10(1)) or (v) the date on which CMHC notifies the Borrower, in writing, of its determination that the Borrower has failed to meet its Project objectives in accordance with the “**Reports**” (as defined herein). CMHC shall maintain, in accordance with its usual practice, accounts evidencing the Repayment amount; and the information entered in such accounts shall constitute conclusive evidence of the Repayment Amount absent manifest error.
- (2) Where the Borrower is in receipt of a “**Project Financing**”, the Borrower shall instruct and direct the Project Financing lender to directly disburse to CMHC the entirety of the Repayment Amount in the first advance under the Project Financing, unless otherwise agreed by the Parties hereto in writing. The Borrower shall issue written instructions to such lender to this effect, with a copy to CMHC.
- (3) When a repayment is required under this Agreement, other than pursuant to Sections 7(2), the Borrower shall repay the entirety of the Repayment Amount to CMHC within thirty (30) days of the Maturity Date, unless CMHC, in its sole discretion, agrees in writing to an alternate repayment schedule, not to exceed twenty-four (24) months and interest shall be paid in accordance with Section 5. CMHC, in its sole discretion may agree to extend the repayment period.

5. Interest.

The Borrower will not be required to pay interest to CMHC on the Repayment Amount until the Maturity Date. Interest on the Repayment Amount will commence on the thirtieth (30th) day following the Maturity Date, at a rate per annum equal to Canada Prime Rate¹ plus two percent (2%) as determined on the Maturity Date of this Agreement and calculated semi-annually and not in advance (“**Interest**”). CMHC, in its sole discretion may decide, in writing, to waive the Interest (or any part thereof) following the Maturity Date where the Borrower is in good standing under this Agreement.

6. Costs and Expenses.

The Borrower will bear all of the out-of-pocket costs and expenses incurred by CMHC in respect of the preparation, negotiation, execution, amendment, waiver, or enforcement of this Agreement or any related, including any fees and expenses of legal counsel for CMHC (the “**Fees and Expenses**”).

7. Reporting Requirements.

(1) Semi-Annual Reporting.

The Borrower shall provide CMHC with a semi-annual progress report (“**Report(s)**”), which shall include: (i) a detailed report on the progress of the Eligible Activities, accompanied by a schedule outlining the expected timeframes for completion of the next six (6) month’s Eligible Activities, (ii) updates on accomplishments that have been completed on the Eligible Activities since the last submitted Report, and (iii) where applicable, a detailed account of the challenges or possible challenges that have impeded or may impede completion of the Project. In reviewing such Reports, CMHC will determine, in its sole discretion, whether the reports indicate the timely realization of the Project and Eligible Activities by the Borrower, as well as the Borrower’s continued ability to perform the Project objectives, failing which CMHC may exercise its right to terminate this Agreement in accordance with Section 9 (2) of this Agreement.

¹ The Canada Prime Rate as established by the Bank of Canada shall apply.

Commencing on the Effective Date of this Agreement and until the Maturity Date of this Agreement, the Reports are due six (6) months following the Effective Date and every six (6) months thereafter unless this Agreement is terminated earlier in accordance with its terms.

(2) Project Reporting.

The Borrower shall provide CMHC with immediate written notice if/when the Project proceeds to a commitment for capital financing or a commitment for other funding to be used in the advancement of the Project (the “**Project Financing**”). Such notice shall attach the commitment letter from the lender of the Project Financing and shall specify: (i) the name of the lender of the Project Financing, (ii) the date on which the Project Financing is to be disbursed by such lender, and (iii) the amount of the Project Financing.

8. Representations and Warranties.

The Borrower represents and warrants to CMHC as at the date of this Agreement, and on the date each Requested Advance is submitted that:

- (a) it is duly incorporated, organized, established and validly existing under the laws of its jurisdiction of incorporation, operation, and organization, as the case may be;
- (b) the execution, delivery and performance by the Borrower of the terms of this Agreement and of each document to be delivered by it with respect thereto are: (i) within the Borrower’s powers and have been duly authorized by all necessary action; and (ii) do not violate any law, statute, regulation, ordinance or decree applicable to it in the Province of «Province» or the federal laws of Canada applicable therein;
- (c) this Agreement and each document with respect thereto have been duly executed and delivered by the Borrower and constitute direct, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms;
- (d) there are no legal proceedings pending or, so far as is known to the Borrower, threatened against any of the Borrower which could or would materially adversely affect the Borrower’s financial condition or its operations, or its ability to perform its obligations under this Agreement;
- (e) it is not in violation of any term of its documents or of any agreement to which it or its business or assets or the Project are subject; and the entering into, performance of and compliance with this Agreement will not result in any such violation or constitute a default under or be in conflict with any such term; and

The Borrower shall indemnify and hold CMHC harmless on account of any circumstances that make any of the above representations incorrect.

9. Covenants.

The Borrower covenants and agrees to:

- (a) promptly notify CMHC of the occurrence of any Event of Default (as defined under Section 10 of this Agreement) or of any event that with notice, lapse of time or a determination hereunder or any combination thereof would constitute an Event of Default;
- (b) pay when due all taxes payable by it;
- (c) at all times comply with all applicable laws, including all Environmental Laws, and regulations relating to it and its operations;
- (d) Use the Seed Loan only for the approved Eligible Activities carried out after the Borrower’s receipt of CMHC’s Application Approval Letter confirming the Borrower’s eligibility for the Seed Loan;
- (e) ensure that the Project continues to meet, during the life of this Agreement, the minimum “Affordability Criteria” in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
- (f) promptly, and in any event within three (3) days of such change, notify CMHC of any change in its name or the location of its chief executive office;
- (g) Complete the Eligible Activities and submit invoices in respect of expenditures to complete the Eligible Activities within the time required pursuant to Section 2.

10. Events of Default.

- (1) The Parties hereto agree that, if any one or more of the following events (each an "Event of Default") has occurred:
- (a) if CMHC considers that the Project no longer satisfies all applicable "Affordability Criteria" in accordance with any applicable municipal/provincial standards or where such standards do not exist, as determined by CMHC;
 - (b) if the Borrower is not in compliance with applicable laws, including all Environmental Laws, and regulations relating to it and its operations and cannot remedy, to the sole satisfaction of CMHC, such non-compliance with laws;
 - (c) if, in CMHC's sole opinion, the Project does not proceed in a timely manner and/or in accordance with the Reports described in Section 7 of this Agreement, or if the Borrower otherwise discontinues or abandons the Project, unless otherwise agreed by CMHC in writing;
 - (d) if any representation or warranty made by the Borrower under this Agreement or in any related document or opinion, was incorrect when made or deemed to be made or becomes incorrect during the duration of this Agreement and is incurable or remains uncured by the Borrower for a period of more than ten (10) business days of the earliest discovery by either of the Parties of such error;
 - (e) if the Borrower has breached or failed to fulfill any one or more of its obligations under this Agreement and has not remedied such breach or failure and to the sole satisfaction of CMHC, within thirty (30) calendar days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing;
 - (f) if proceedings are started by any person to dissolve, liquidate, or wind up the Borrower or to suspend any of its operations;
 - (g) if the Borrower: (i) makes an assignment for the benefit of its creditors; or (ii) is declared by any competent authority to be bankrupt or insolvent; or (iii) starts any proceeding relating to itself under any present or future reorganization, arrangement, adjustment of debt, dissolution or liquidation law of any jurisdiction;
 - (h) if the Borrower: (i) fails to pay any amount due, under any one or more loans related to the Project or (ii) is in default under any one or more such loans related to the Project;
 - (i) if fraud or misrepresentation as described under Section 17 of this Agreement on the part of the Borrower or its representatives has occurred or is continuing without remedy to the satisfaction of CMHC; and
 - (j) if any other event or circumstance occurs which, in the sole discretion of CMHC, is likely to materially and adversely affect the Borrower's ability to successfully proceed with the Project or otherwise perform all or any of its obligations under this Agreement;

then, CMHC shall make no further advances in accordance with Section 2 of this Agreement and may, by written notice to the Borrower (the "**Notice of Termination**"): (i) terminate this Agreement, and/or (ii) declare all or part of the indebtedness of the Borrower hereunder to be immediately due and payable to CMHC, without any further demand or notice of any kind. In the case of (ii) the Borrower shall return all or part, as determined by CMHC in its sole discretion, of the Seed Loan advanced to the Borrower and any interest permitted by law and in accordance with Section 5 of this agreement by CMHC within thirty (30) calendar days of the date of the Notice of Termination.

- (2) Notwithstanding any other provision of this Agreement, CMHC may terminate this Agreement for any reason upon ten (10) calendar days' written notice to the Borrower, including without limitation, if funding for the Program is no longer available including due to no or insufficient appropriations by the Government of Canada. In such event, CMHC will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Notwithstanding any other term or condition of this Agreement to the contrary, Section 14 (Intellectual Property), Section 15 (Indemnification), and Section 18 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry or termination of this Agreement.

11. Independent Borrower.

It is the intention of the Parties that CMHC is solely a lender to assist the Borrower in the performance of the Eligible Activities and that the Project and the Eligible Activities shall not be a partnership or joint venture between CMHC and the Borrower or any other person.

12. Release Information regarding the Eligible Activities.

The Borrower shall allow CMHC to use any information submitted or provided in connection with the Project in CMHC media releases, publications or other venues as deemed appropriate by CMHC.

13. Acknowledgement of Seed Loan.

Where the Borrower plans to publish any reports and/or materials relating to the Eligible Activities supported by the Seed Loan, the Borrower shall: (i) notify CMHC in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by CMHC in writing, acknowledge CMHC's financial support of the Eligible Activities in such publications in the following manner:

"This [Project name/description] received financing from Canada Mortgage and Housing Corporation (CMHC), however, the views expressed are the personal views of the author and CMHC accept no responsibility for them/Ce [Projet nom/la description] est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL accepte aucune responsabilité pour ces opinions."

14. Intellectual Property.

All information and materials produced under this Agreement shall be the exclusive property of the Borrower and the Borrower shall have copyright therein. Subject to the terms and conditions of this Agreement, the Borrower hereby grants to CMHC an exclusive, perpetual, royalty-free licence to use all or part of the information and materials produced under this Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC.

15. Indemnification.

The Borrower agrees to indemnify and save harmless CMHC, its officers, directors and employees against all claims demands, actions, suits or other proceedings, including but not limited to environmental actions, of every nature and kind arising from or in consequence of the performance of its obligations or its failure to act under this Agreement or any document related thereto, whether or not CMHC is named a party in such actions, suits or proceedings.

16. Records.

The Borrower will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit CMHC, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from CMHC.

17. Fraud, Misconduct, or Misrepresentation.

Notwithstanding Section 10 of this Agreement, if in CMHC's sole discretion, fraud, misconduct, or misrepresentation by the Borrower or its representatives has occurred, then CMHC shall have the right to immediately terminate this Agreement and, all of the Seed Loan disbursed to the Borrower by CMHC shall be immediately repayable by the Borrower to CMHC.

18. Confidentiality.

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one of the Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of the Confidential Information. The Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties agree to comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

19. Conflict of Interest.

The Borrower shall avoid any conflict of interest during the life of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC, take steps to eliminate any conflict of interest, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate this Agreement and the repayment requirements under Section 10 of this Agreement shall apply.

20. Entire Agreement.

- (1) The Parties agree that **Schedule A** (Project and Eligible Activities), **Schedule B** (Defined Terms), and **Schedule C** (Conditions Precedent), form a part of the Agreement and are of full force and effect for the duration of this Agreement. This Agreement contains all of the agreements and understandings between the Parties and no other representatives or warranties, verbal or otherwise, exist between the Parties. If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. In the event of conflict between the terms of this Agreement or any other document relating to this Agreement, the terms of this Agreement shall govern.
- (2) The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by the Borrower of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. For greater clarity, the written waiver by CMHC of any breach of any provision of this Agreement by the Borrower, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of this Agreement.

21. Binding Agreement.

This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Borrower without the prior written consent of CMHC. Any amendment to this Agreement must be provided and approved by CMHC in writing.

22. No use of Name or Logo.

It is agreed that the Borrower will make no use whatsoever of the name, logo or initials of CMHC without the express written consent of CMHC.

23. House of Commons.

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

24. English Language.

The Parties hereto agree that this Agreement and all transaction documents related thereto will be in the English language or will be accompanied by an English translation certified by the Borrower *Les Parties aux présentes conviennent que cette convention de prêt ainsi que tout document qui s'y rapporte et devant être fourni par l'Emprunteur, sera rédigé en langue anglaise.*

25. Governing Law and Jurisdiction.

This Agreement is made under, and will be governed by and construed in accordance with the laws of the province or territory in which the Project is to be located and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

26. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

CMHC:

700 Montreal Road,
Ottawa, ON K1A 0P7
Financing Operations
Fax: 613-748-2404
E-mail: «CS_Email»

«LEGAL NAME» :

«Street_Address»
«City_Province_Postal_Code»
Contact : «Contact_Name»
E-mail : «Contact_Email»

27. No Advance Prior to the Signing of this Agreement.

No advance shall be made under this Agreement until a copy of this Agreement is signed by the Borrower and delivered to CMHC.

28. Counterparts and Electronic Delivery.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

«LEGAL_NAME»

Signature: _____
Name:
Title:

Witness: _____

Signature: _____
Name:
Title:

Witness: _____

I/We have the authority to bind the Borrower.

CANADA MORTGAGE AND HOUSING CORPORATION

Signature: _____
Name:
Title:

Signature: _____
Name:
Title:

I have the authority to bind the Corporation.

DRAFT

**SCHEDULE A
PROJECT AND ELIGIBLE ACTIVITIES**

1. The Project in receipt of the Seed Loan is described as follows:

«Project_Description».

2. The CMHC approved Eligible Activities are set out below and are subject to the specific activities approved in the Application:

- Analysis of need and demand for the proposed project;
- Special purpose surveys;
- Preliminary financial feasibility;
- Business plan;
- Incorporation;
- Option to purchase (loan only);
- Registration of security (loan only);
- Professional appraisal;
- Site surveys;
- Planning fees (for example, rezoning, development agreement costs);
- Preliminary design;
- Project viability assessment plan/analysis-pro forma;
- Environmental site assessments;
- Geotechnical surveys (soil load-bearing tests);
- Energy/accessibility modelling studies (cost-benefit analyses);
- Engineering studies (for example, wind, shadow and traffic impact analyses);
- Project drawings and specifications;
- Construction cost estimates;
- Quantity Surveyor;
- Contract documents;
- Development permits;
- Final viability / analysis – pro forma;
- Completion appraisal;
- Other (please specify);

**SCHEDULE B
DEFINED TERMS**

“Environmental Laws” means all requirements under any provincial or federal law, rule, regulation, order, or judgment, decree, license, agreement or other restriction of any governmental authority relating to the environment, pollution, contamination, or the disposal, storage, and discharge of hazardous or toxic substances into the environment, including environmental assessment reports to the extent such reports are required pursuant to the *Canadian Environmental Assessment Act* and its regulations, as amended from time to time, to the extent applicable.

DRAFT

**SCHEDULE C
CONDITIONS PRECEDENT**

The conditions referred to in this **Schedule C** are for the sole benefit of CMHC only and may be waived by CMHC in whole or in part, with or without conditions, for any advance of the Seed Loan, without affecting CMHC's right to require that such conditions be fulfilled for any other advance.

1. Documentation required prior to CMHC's initial advance of any of the Seed Loan, in each case in form and substance satisfactory to CMHC:
 - (a) an executed copy of this Agreement;
 - (b) the favourable opinion of a law firm satisfactory to CMHC acting as counsel to the Borrower and CMHC and in the form attached hereto in **Schedule D**;
 - (c) an officer's certificate satisfactory to CMHC, setting out the names of persons authorized to sign this Agreement, and any other documents required thereunder including any Request for Advance, on behalf of the Borrower, with specimen signatures of such persons and attaching certified copies of the constating documents of the Borrower together with all by-laws; and
 - (d) such financial or other information or documents relating to the Borrower as CMHC may reasonably require.

DRAFT

**SCHEDULE D
FORM OF OPINION**

DRAFT

A.- _____ - _____

A by-law to authorize and approve a standard form "Rapid Housing Initiative Agreement" (RHI) (Schedule 1) with Canadian Mortgage and Housing Corporation (CMHC) and to delegate the duties of the City as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative (RHI).

WHEREAS under the Rapid Housing Initiative established pursuant to Section 76 of the *National Housing Act*, the Canadian Mortgage and Housing Corporation (CMHC) provides funding for the development or implementation of proposals to help increase the supply of new permanent affordable housing;

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 including respecting climate change, and the health, safety and well-being of persons;

AND WHEREAS section 8 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 The City has established the Housing Development Corporation, London (HDC) as a mechanism to advance the development and sustainability of affordable housing;

AND WHEREAS City is responsible for the delivery and administration of affordable housing initiatives through other direct delivery or through the Housing Development Corporation, London;

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

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

1. AUTHORIZE and APPROVE the standard form the "Rapid Housing Initiative (RHI) Agreement" attached as Schedule 1 substantially in the form attached the agreement to be completed in accordance with the RHI program between CMHC and The Corporation of the City of London;
2. DELEGATE, duties of the City as Recipient to the "Rapid Housing Initiative (RHI) Agreement" as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative program are hereby delegated to Housing Development Corporation, London (HDC); as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer;
3. AUTHORIZE the Mayor and City Clerk to execute program agreements or amendments as required related to the Rapid Housing Initiative.

It being noted that the City as Service Manager will retain responsibilities for ongoing operational compliance.

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

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – November 10, 2020
Second reading – November 10, 2020
Third reading – November 10, 2020

Schedule 1

RAPID HOUSING INITIATIVE AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, 202__ (the "**Effective Date**") between **CANADA MORTGAGE AND HOUSING CORPORATION** ("**CMHC**") and **[NAME OF CITY/MUNICIPALITY]** ("**Recipient**").

(collectively the "**Parties**" and individually a "**Party**")

WHEREAS the COVID-19 crisis has exacerbated existing housing affordability and homelessness issues particularly for the most vulnerable Canadians;

WHEREAS the Parties wish to implement the Rapid Housing Initiative ("**RHI**") to rapidly house some of the most vulnerable Canadians; and

WHEREAS in connection with the RHI, CMHC is authorized under the *National Housing Act* to make contributions to the Recipient for the purposes of developing, in conformity with an investment plan to be approved by CMHC and attached as **Schedule B** (the "**Investment Plan**"), at least **[number of units]** affordable housing units in **[Municipality / Region]** (the "**Units**");

NOW THEREFORE for value received, the Parties agree as follows:

1. Contribution and Purposes

The contribution by CMHC under this Agreement is \$**[●]** (the "**Contribution**") and will be advanced to the Recipient following signature of this Agreement, subject to the terms and conditions herein and for only to be used for the following purposes (as will be further specified by the Recipient in the Investment Plan):

(a) (i) acquisition of land and the construction of affordable multi-residential Modular Housing Units (as defined in **Schedule A**); (ii) acquisition of land and buildings for the purpose of conversion of non-residential into affordable multi-residential housing Units; or (iii) acquisition of land and buildings in disrepair or abandoned for the rehabilitation¹ into affordable multi-residential housing Units; and

(b) costs related to the pre-development, pre-construction (e.g. environmental site assessments, cost consultant reports, architectural or engineering reports, legal/closing costs related to acquisition of land and buildings) for the development of permanent affordable housing Units.

For greater certainty, costs must be incurred on or after the date of this Agreement and do not include operational expenses.

2. Conditions to Funding

The Recipient agrees it will:

(a) use the Contribution only for the purposes specified in the Investment Plan (and no other purpose) to create affordable Units for People And Populations Who Are Vulnerable (as defined in **Schedule A**) who are targeted by the Affordability Criteria (as defined in **Schedule A**);

(b) ensure, for a minimum period of 20 years (or for such longer period as agreed to in the Investment Plan) commencing on March 31, 2022, or on another date as may be set by CMHC at this discretion (the "**Term**"), the Units meet the Affordability Criteria (as defined in **Schedule A**) and are for People And Populations Who Are Vulnerable;

¹ The land and buildings to be rehabilitated must have been in disrepair and/or abandoned and in both cases inhabitable and lost to the housing stock.

- (c) ensure the Units, and the newly constructed building(s) where the Units are situated, will exceed by at least 5 percent the local accessibility requirements in its jurisdiction during the Term;
- (d) ensure the Units, and the newly constructed building(s) where the Units are situated, will exceed by at least 5 percent the energy efficiency standards, as set out in the 2015 National Energy Code for Buildings (NECB), or as set out in the local/regional standard, whichever is higher;
- (e) deliver within 30 days of receipt of the notice of the Recipient's allocation,² for CMHC's review and approval, the Investment Plan in the form and content attached as **Schedule B**, which will among other elements (1) show that the Units can be available for occupancy within twelve months of its approval by CMHC;³ (2) indicate how the Recipient is considering community benefits in the development of the Units; (3) indicate how the development of the Units by the Recipient is targeting, where possible, women and girls (30% of the Units) and urban Indigenous peoples⁴ (15% of the Units); and (4) confirm (i) how the full Contribution will be committed by the Recipient; (ii) how the Recipient will construct and operate the Units in accordance with this Agreement; and (iii) how the Recipient will, throughout the Term, comply with the covenants of affordability, accessibility and energy efficiency set out in this Agreement;
- (f) where it intends to engage a third party intermediary (the "**Intermediary**") to construct and/or operate the Units: (i) exercise appropriate care in selecting an Intermediary who is a reputable entity that meets the Recipient's integrity regime and Know-Your-Client requirements; (ii) enter with the Intermediary into agreements as may be needed, setting out terms and conditions reflecting the requirements of this Agreement; and (iii) take all necessary actions to cause the Intermediary to comply with the obligations under this Agreement, noting however that the Recipient shall remain at all times primarily liable to CMHC for the fulfillment of all obligations under this Agreement; and
- (g) be, and cause the Units and any property on which the Units will be constructed and operated to be, at all times in compliance with all applicable laws including environmental laws and municipal zoning, in all material respects.

3. Return of Contribution

In support of the implementation of the RHI to rapidly house some of the most vulnerable Canadians affected by the COVID-19 crisis, the Recipient will select projects that can be implemented within the short period of time specified in the Investment Plan. As a consequence, the Recipient agrees to the following:

- (a) CMHC may periodically review the progress in fulfilling the Investment Plan. Where CMHC or the Recipient considers that there may be reasonable doubt any part of the Investment Plan will be fully and timely delivered as expected, or where the Recipient has not started a project within [●] months of [●], the Parties shall consult together and make all efforts to find an acceptable solution that minimizes impacts on the projects and that is in the best interest of the RHI implementation, following which CMHC may reduce or cancel the Contribution to the extent that CMHC considers reasonable. In that case, the Recipient shall return any such reduced or cancelled Contribution within 30 days of being notified in writing by CMHC.

²The 30 days period starts as of the date the Recipient receives its notice of allocation, notwithstanding whether or not the Recipient already signed this Agreement.

³ If the Recipient has projects in excess of their initial allocation for consideration for future contributions that may be available, the Recipient should provide additional information (e.g. expediency of project completion; evidence of long-term viability), which may be considered by CMHC in connection with any future funding under the RHI.

⁴ The Recipient should, where possible, select and engage Indigenous governing bodies or organizations with the necessary experience and capacity as their intermediaries to construct, operate and deliver housing targeted at Indigenous peoples under this Agreement.

(b) The Recipient shall return to CMHC any undisbursed funds within 30 days of the Quarterly Attestation (as defined below) for the quarter in which all projects set out in the Investment Plan are completed, and in all cases no later than May 30, 2022, unless otherwise agreed by CMHC.

4. Disposition and Encumbrance of Units

(a) The Recipient is permitted to dispose of Units provided that (i) such Units are substituted by the Recipient with units that satisfy the terms and conditions of this Agreement; or (ii) the transferee acquiring such Units agrees to comply with the obligations of this Agreement by entering in a contract with the Recipient that is satisfactory to CMHC, acting reasonably; and (iii) in both cases, CMHC confirms in writing its consent to such disposition, after conducting a due diligence that is satisfactory to CMHC.

(b) The Recipient may not encumber the Units or any lands acquired with the Contribution without CMHC's prior written consent, acting reasonably.

5. Reporting

The Recipient agrees it will:

(a) deliver an attestation to CMHC within 30 days of each of March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021 and March 31, 2022, unless directed otherwise by CMHC, and in accordance with **Schedule C** (the "**Quarterly Attestation**"); and

(b) deliver an attestation to CMHC within 60 days of the Recipient's fiscal year end, commencing in the first fiscal year ending after March 31, 2022 and on each fiscal year thereafter, until the completion of the Term and in accordance with **Schedule C** (the "**Yearly Attestation**").

6. Projects Stream

The Recipient may, as part of the Investment Plan submitted under this Agreement for RHI funding pursuant to the *Major Cities Stream*, ask CMHC to be also considered for RHI funding pursuant to the *Projects Stream*. To do so, the Recipient must provide and include in the Investment Plan in the form and content attached as **Schedule B**, all additional information that is necessary for the *Projects Stream*, for CMHC's review and approval. In this scenario, the Investment Plan will serve for both RHI streams.

7. Schedules

Schedules attached hereto, including the Investment Plan (**Schedule B**) and the Additional Terms (**Schedule D**), form a part of this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first written above.

CANADA MORTGAGE AND HOUSING CORPORATION

700 Montreal Rd
Ottawa, Ontario
K1A 0P7

Name:
Title:

Name:
Title:

*[Signature page for the Rapid Housing Initiative Agreement
between Canada Mortgage and Housing Corporation and [Recipient]]*

[RECIPIENT]

[Address]

Name:

Title:

Name:

Title:

*[Signature page for the Rapid Housing Initiative Agreement
between Canada Mortgage and Housing Corporation and **[Recipient]**]*

SCHEDULE A

Definitions

"Affordability Criteria" means:

All units must serve and be affordable (household is paying less than 30% of gross income on housing costs) to targeted People and Populations Who Are Vulnerable and who are also, or otherwise would be, in severe housing need or people experiencing or at high risk of homelessness as described below. Affordability must be maintained for a minimum of 20 years. The Recipient will be required to confirm, through an attestation, that all units serve the intended targeted population. CMHC may require incremental validation throughout the 20-year affordability period as needed.

A household in severe housing need is a subset of core housing need households that pays 50% or more for their current dwelling. A household is said to be in core housing need if its housing falls below at least one of the adequacy, affordability or suitability standards and it would have to spend 30% or more of its total before tax income to pay the median rent of alternative local housing that is acceptable (meets all three housing standards).

Homelessness is described as the situation of an individual, family or community without stable, safe, permanent, appropriate housing, or the immediate prospect, means and ability of acquiring it. Populations at imminent risk of homelessness are defined as individuals or families whose current housing situation will end in the near future (for example, within 2 months) and for whom no subsequent residence has been established.

A Recipient who has already adopted its own definitions for 'severe core housing need', 'homelessness' or at 'risk of homelessness' may, with approval of CMHC, apply such definitions to the Affordability Criteria. Otherwise, the definitions for these terms indicated herein apply.

"Modular Housing Units" means housing units which are partially or fully built in off-site (e.g. a factory, warehouse, or similar facility) by a qualified manufacturer and delivered to the site in whole or in parts and installed on an appropriately zoned and serviced lot.

"People and Populations Who Are Vulnerable" means the following groups and the individuals belonging to these groups:

- Women and children fleeing domestic violence;
- Seniors;
- Young adults;
- Indigenous peoples;
- People with disabilities;
- People dealing with mental health and addiction issues;
- Veterans;
- LGBTQ2+;
- Racialized groups;
- Black Canadians;
- Recent immigrants or refugees; and
- Homeless people or those at risk of homelessness.

SCHEDULE B

Investment Plan

[see attached]

1. Identification	Project A	Project B
Date submitted :		
Project name :		
Project description (Need, targeted population, program support, etc) :		
Street number :		
Street name :		
Municipality :		
Province :		
Postal code :		
Please provide the name of the intermediary, if different from the municipality (developer, owner or operator) :		

2. Project details	Project A	Project B
Type of intervention :		
Building type :		
Building purpose :		
Total soft costs :		
Soft costs incurred before agreement date :		
Soft cost eligible for RHI:	0.00 \$	0.00 \$
Total hard costs :		
Hard costs incurred before agreement date :		
Hard cost eligible for RHI :	0.00 \$	0.00 \$
Total land and acquisition cost :		
Was the land purchase/acquisition of building done before the agreement date :		
Total land and acquisition cost eligible for RHI:	0.00 \$	0.00 \$
Contingency costs (as % of soft and hard costs):		
Contingency costs	0.00 \$	0.00 \$
Total other costs :		
Total other costs incurred before agreement date :		
Other costs eligible for RHI :	0.00 \$	0.00 \$
Total project costs :	0.00 \$	0.00 \$
Total eligible project costs :	0.00 \$	0.00 \$
CMHC funding requested (must be equal or less to Total eligible project costs) :		

Note: If each individual is assigned a specific bed, please enter the number of beds serving a priority group, otherwise, please enter the number of units.

3. Eligibility	Project A	Project B
Total number of new affordable units/beds created :		
Primary vulnerable population targeted :		
Number of new affordable units/beds created for primary vulnerable population :		
Secondary vulnerable population targeted :		
Number of new affordable units/beds created for secondary vulnerable population :		
Tertiary vulnerable population targeted :		
Number of new affordable units/beds created for tertiary vulnerable population :		
Is every unit/bed associated with a vulnerable population group? (Mandatory)	Yes	Yes
Provide a general description of the Community Employment Benefits that will be derived from each Project (see footnote for detail)		
Residential Space (% of Area) including program space :		
Date of acquisition / construction start date :		
Estimated completion date / ready for occupancy :		
Estimated full occupancy date :		
Will the tenants occupying the units (1) not spend more than 30% of their income on the applicable unit, and (2) be composed of individuals and families who are, or otherwise would be, in severe housing need, or people experiencing or at high risk of homelessness?		
How long will the affordability be maintained?		
For modular projects, will your project exceed by 5% the local accessibility requirements in its jurisdiction?		
For modular projects, will your project exceed by 5% the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard whichever is greater?		

Please fill-out the following section only for projects you wish to be considered for additional funding under the "Cities / projects stream" funding.

4. Prioritization	Project A	Project B
Will your project meet the affordability definition for a minimum of 20 years?		
Will 100% of the units provide permanent housing to tenants from the vulnerable population groups?		
Will your project reach first occupancy within 12 months of the execution of the contribution agreement?		
Are project lands located Off Reserve?		
Are project lands located On Reserve?		
Are project lands located North?		
Are project lands in a Remote location?		
How long will affordability be maintained?		
How quickly do you expect reaching first occupancy?		
How quickly do you expect completing your project?		
What is the status of the land?		
What is the duration of confirmed operating subsidy?		
What percentage of funding is needed from CMHC?		
Please confirm if you are specifically targeting any of these vulnerable population groups.		
For modular projects, will your project exceed the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard		

For modular projects, will your project exceed the local accessibility requirements in its jurisdiction?		
--	--	--

Footnotes :

Questions

Type of intervention :

Building type :

Building purpose :

Note related to costs incurred before the agreement date

Was the land purchase/acquisition of building done before the agreement date : Yes / No

Primary, secondary and tertiary targeted vulnerable population :

Provide a general description of the Community Employment Benefits that will be derived from each Project.

Confirm that the contribution will create units for vulnerable populations who are in severe housing need or people experiencing or at high risk of homelessness : Yes / No

Project exceeds local accessibility criteria by 5% of the local accessibility requirement in it's jurisdiction : Yes / No

Project exceeds local accessibility criteria by 5% of the energy efficiency standard as set out in the 2015 National energy code for buildings (NECB) or as set out in the local/regional standard, whichever is higher : Yes / No

Will your project meet the affordability definition for a minimum of 20 years? Yes / No

Will 100% of the units provide permanent housing to tenants from the vulnerable Yes / No

Will your project reach first occupancy within 12 months of the execution of the Yes / No

Are project lands located Off Reserve? Yes / No

Are project lands located On Reserve? Yes / No

Are project lands located North? Yes / No

Are project lands in a Remote location? Yes / No

How long will affordability be maintained? 20 years, 21 to 30 years, 31 to 40 years+

How quickly do you expect reaching first occupancy? First occupancy within 12 months of execution of contribution agreement, First occupancy within 6 months of execution of contribution agreement, First occupancy within 3 months of execution of contribution agreement

How quickly do you expect completing your project? Project completed within 12 months of execution of contribution agreement, Project completed within 9 months of execution of contribution agreement, Project completed within 6 months of execution of a contribution agreement

What is the status of the land? Land is not yet owned/no agreement of purchase and sale and no executed lease in place (or current lease is not for min 20-year duration), Land has an agreement of purchase and sale with closing date within 3 months, Land is already owned in fee simple/leasehold interest

What is the duration of confirmed operating subsidy? Operating subsidy not yet confirmed, Confirmed up to 5 years, Confirmed more than 5 years up to 10 years, Confirmed more than 10 years but less than 20 years, Confirmed for full 20-year affordability period

What percentage of funding is needed from CMHC RHI Funding requested for 100% of costs, RHI Funding requested for 81% to 90% of costs, RHI Funding requested for 71% to 80% of costs, RHI Funding requested for 60% to 70% of costs, RHI Funding requested below 60%

Please confirm if you are specifically targeting any of these vulnerable population groups. Specifically targeting Black Canadians, Specifically targeting Women and Children, Specifically targeting Indigenous People, Not targeting any of these vulnerable population groups

For modular projects, will your project exceed the energy efficiency standards as set out in the 2015 National Energy Code for Buildings (NECB) or local/regional standard whichever is greater? It meets the energy efficiency standards, but doesn't exceed them, it exceeds by 5%, It exceeds by 10%, It exceeds by 15%, It exceeds by 20%

For modular project, will your project exceed the local accessibility requirements in its jurisdiction? It meets the accessibility requirements of the jurisdiction, but doesn't exceed them., It exceeds by 5%, It exceeds by 10%, It exceeds by 15%, It exceeds by 20%

SCHEDULE C

Reporting

Quarterly Attestation

[see attached]

Yearly Attestation

[see attached]

1. Attestation	Project A	Project B
Attestation date :		
Municipal building address :		
Amount of RHI funding that was used towards eligible costs?		
% of completion of the project :		
Construction / Renovation / Conversion start date :		
Construction / Renovation / Conversion completion date (all units are ready for long term occupancy) :		
Full occupancy date (all units are occupied) :		
Total number of new affordable units/beds in project :		
Number of new affordable housing units temporarily occupied (conversion/renovation not complete) :		
Number of new affordable housing units completed (occupancy permit obtained) :		
Number of new affordable housing units occupied (long term occupancy) :		
Type of intervention :		
Building type :		
Building purpose :		
Did changes to the distribution of units among vulnerable groups occur?		
(If changes occurred, please fill out the following)		
Primary vulnerable population targeted :		
Number of new affordable units/beds created for primary vulnerable population :		
Secondary vulnerable population targeted :		
Number of new affordable units/beds created for secondary vulnerable population :		
Tertiary vulnerable population targeted :		
Number of new affordable units/beds created for tertiary vulnerable population :		
Comments - please describe any other material changes to the project or units :		
Signature :		

	Project A	Project B
Attestation Date:		
Total number of affordable units that have been retained		
Building purpose :		
Did changes to the distribution of units among vulnerable groups occur? (If changes occurred, please fill out the following)		
Primary vulnerable population targeted :		
Number of new affordable units/beds created for primary vulnerable population :		
Secondary vulnerable population targeted :		
Number of new affordable units/beds created for secondary vulnerable population :		
Tertiary vulnerable population targeted :		
Number of new affordable units/beds created for tertiary vulnerable population :		
Are the tenants occupying the units (1) pay less than 30% of gross income on the applicable unit, and (2) composed of individuals and families who are, or would otherwise be, in severe housing need, or people experiencing or at high risk of homelessness?		
Is the project meeting the commitment towards number of accessible units?		
Comments - please describe any other material changes to the project or units.		
Signature		

SCHEDULE D
Additional Terms

Parties agree to the following additional terms and conditions:

1. Termination

In the event that the Recipient (or a representative thereof) does not adhere to the terms and conditions of this Agreement, or commits fraud, misconduct, criminal acts, gross negligence or willful misconduct, CMHC may immediately terminate this Agreement and declare the Contribution to be repayable to CMHC in whole or in part, and may exercise any other rights and remedies it has by operation of law or equity. Sections 2, 3 and 4 of this **Schedule D** shall survive the expiry or termination of this Agreement.

2. Indemnification

The Recipient agrees to indemnify and save harmless the Government of Canada, CMHC, its officers, directors and employees against all claims, demands, actions, suits or other proceedings (including but not limited to environmental claims) of any nature whatsoever arising from or as consequence of or relating to (a) any breach by the Recipient of its obligations, or any misrepresentation by the Recipient under this Agreement, (b) the construction or operation of the Units, (c) the failure of the Recipient to comply with all environmental laws or losses suffered in connection with the presence of any hazardous material on the land upon which Units are situated; or (d) any act or failure to act on the part of the Recipient in connection with the Contribution or the Units, whether or not CMHC is named as a party.

3. Liability

CMHC shall not be liable to the Recipient or any other party in relation to the Contribution. To the extent the Recipient engages or retains any third party in respect of its obligations under this Agreement, the Recipient shall remain primarily liable to CMHC for the fulfillment of its obligations under this Agreement. For the purposes of this Agreement, CMHC will only deal with the Recipient, and not with third parties retained by the Recipient including the Intermediary.

4. Recipient's Representations and Warranties

(a) The Recipient has the requisite power, authority and capacity to execute, deliver and perform its obligations under this Agreement, which has been duly authorized, executed, and delivered by the Recipient and constitutes a legal, valid, and binding obligation of the Recipient.

(b) The Recipient and any property on which the Units are situated are in compliance with all applicable laws, including all environmental laws and municipal zoning, in all material respects.

(c) It is a condition of this Agreement that all representations and warranties made in this Agreement or any other document or reporting by the Recipient are true, complete and correct.

5. Official Languages

In areas of significant demand, the Recipient agrees to provide all information and services pertaining to the RHI in both French and English. The Recipient will use the criteria for communications and services in the *Official Languages Regulations* made pursuant to Canada's *Official Languages Act* as a guideline to determine "significant demand". The Recipient will consult with representatives of local minority language groups.

6. Information and Communications

(a) Subject to the *Access to Information Act* (Canada), the *Privacy Act* (Canada), and the applicable provincial, territorial or municipal freedom of information and privacy legislation, the Parties shall hold confidential any information clearly identified and marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Nothing in this Agreement shall be construed in a manner that would contravene the access to information and privacy legislation that applies to the Parties.

(b) The Recipient consents to the collection, use and disclosure of information submitted to CMHC by the Recipient for the following purposes: (i) to assess the Recipient's eligibility under the RHI; (ii) for analytics, policy analysis, auditing and research by CMHC; (iii) to communicate to the Recipient possible opportunities under other CMHC programs, or possible collaboration opportunities with third parties; (iv) for evaluation of the RHI; (v) for use by CMHC in and the Government of Canada for purposes related to the *National Housing Act* (Canada); and (vi) for information verification and due diligence purposes, including to detect and protect CMHC from errors and fraud. The Recipient shall obtain the foregoing consents from any third party intermediary engaged by the Recipient to construct and/or operate the Units.

(c) CMHC and its representatives are authorized to use and disclose the information, on a need to know basis, to CMHC employees, officers and directors, the office of the Minister responsible for CMHC and provincial/territorial/municipal entities collaborating with CMHC for the purposes outlined in Section 6(b) of this **Schedule D**.

(d) Any public communications related to projects under this Agreement must be approved in advance by CMHC. Notwithstanding the preceding, each Party retains the right to communicate information to Canadians about the projects to meet its respective legislated and regulatory obligations, with prior notice to the other Party.

(e) If requested by CMHC, the Recipient shall publicly acknowledge CMHC's and the Government of Canada's Contribution under this Agreement in a manner acceptable to CMHC, acting reasonably, including through use of signage at the project (at the costs of CMHC).

7. Audit

(a) CMHC and any of its officers, employees and agents shall have the right to inspect, audit and make extracts from the Recipient's books and records in relation to the Contribution upon its request, acting reasonably, until the completion of the Term.

(b) CMHC or a third party representative may conduct onsite visits to inspect and monitor the construction and operation of the Units and compliance with the terms and conditions of this Agreement. All site visits are for CMHC's program and risk management purposes only and are not to be considered a technical inspection to confirm the quality of the work or the Recipient's compliance with applicable laws, including building codes.

8. Notice

Delivery of notice under this Agreement shall be effective three days after posting by regular mail, or on the day following transmission by e-mail, to the Parties at addresses set out on the signature pages of this Agreement.

9. Independent Recipient

The Parties agree that under this Agreement CMHC is solely a financial contributor in respect of the Units and there shall be no legal partnership or joint venture between CMHC and the Recipient or the Intermediary. No

Party will use the name, logo or marks of the other party without the prior express written consent of that other party.

10. Costs

The Recipient is responsible for its own costs and expenses incurred in connection with the preparation, execution, enforcement and implementation of this Agreement.

11. Conflict of Interest

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict, or perception that a conflict of interest exists.

12. House of Commons/Senate

No member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. Assignment and Amendment

This Agreement shall be binding upon and shall enure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by a Party without the prior written consent of the other Party. Any amendment to this Agreement must be approved by both Parties in writing.

14. Counterparts

This Agreement may be executed in any number of counterparts, which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by electronic signature and such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as a manual signature.

15. Waiver

The failure of CMHC to insist on strict compliance with one or more of the terms of this Agreement shall not constitute a waiver of its right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by CMHC. Any such waiver shall not be deemed a waiver for a subsequent breach of the same or any other provision of this Agreement.

16. Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the province or territory where the Units are situated, and the federal laws of Canada applicable therein. The courts of such jurisdiction shall exclusively hear any dispute related to this Agreement. Funding under this Agreement is at all times subject to appropriations by the Parliament of Canada.

17. Entire Agreement

This Agreement contains all of the agreements and understandings between the Parties and no other representations or warranties, verbal or otherwise, exist between the Parties. If any provision of this Agreement

is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Agreement and any schedules attached hereto, will continue to be in full force and effect.

18. Additional Funds

Notwithstanding Section 17 of this **Schedule D**, if following the Effective Date, the Recipient is allocated - under either RHI streams - additional RHI funds that are separate and in addition to what is provided in the initial Investment Plan⁵ under this Agreement (the "**Additional Funds**"), CMHC may use this Agreement as a basis for its agreement with the Recipient in relation to the Additional Funds. If the Recipient accepts such allocation, and unless directed otherwise by CMHC, it shall deliver an additional investment plan substantially in the form of the Investment Plan attached as **Schedule B** (the "**Additional Investment Plan**") in respect of the Additional Funds (including the additional contribution, units and applicable term) within 30 days of receiving notice of the additional allocation, for CMHC's review and approval at its sole discretion. The terms and conditions of this Agreement, as varied by the Additional Investment Plan, shall apply to the Additional Funds mutatis mutandis unless otherwise agreed by the Parties.

⁵ For the avoidance of doubt, as per section 6 of the Agreement, the initial Investment Plan may itself comprise RHI funds pursuant to both RHI streams, without the need for an Additional Investment Plan for the *Project Stream* at that initial stage. Additional Funds are separate and in addition to the initial Investment Plan, and require an Additional Investment Plan.

Bill No. 343
2020

By-law No. A-8-20_____

A by-law to amend By-law No. A-8, as amended entitled "Property Tax Collection by-law" by changing the calculation percent for the Interim Levy from 40.48% to 41% effective January 1, 2021.

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

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

AND WHEREAS section 317 of the *Municipal Act, 2001* provides for the passing of by-laws for the levying of interim rates of taxation;

AND WHEREAS sections 342 and 307 of the *Municipal Act, 2001*, provide the municipality with additional flexibility with respect to due dates and payment arrangements;

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

1. Part 1 of By-law A-8, the Property and Business Tax Collection By-law, is hereby amended by deleting section 1.8 in its entirety and by replacing it with the following new section 1.8:

"1.8 Interim Levy – calculation

For the year 2021 the interim levy for a property shall be calculated as 41.00% of the total amount of taxes for municipal and school purposes levied on the property for the previous year."

2. This by-law comes into force on January 1, 2021

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 344
2020

By-law No. C.P.-1284(____)-____

A by-law to amend the Official Plan for
the City of London, 1989 relating to
1150 Fanshawe Park Road East.

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. 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 November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

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 policy to Section 10.1.3 of the Official Plan for the City of London to permit an increased height of 21m and an increased density of 133 units per hectare in the Multi-Family, Medium Density Residential designation.

B. LOCATION OF THIS AMENDMENT

1. This Amendment applies to lands located at 1150 Fanshawe Park Road East in the City of London.

C. BASIS OF THE AMENDMENT

The site specific amendment allows for stacked townhouses, and a mid-rise apartment building with a greater height of 21m and an overall density of 133 units per hectare, while retaining the underlying Multi-Family, Medium Density Residential designation. The increase in height and density is appropriate for the site and compatible with the surrounding neighbourhood.

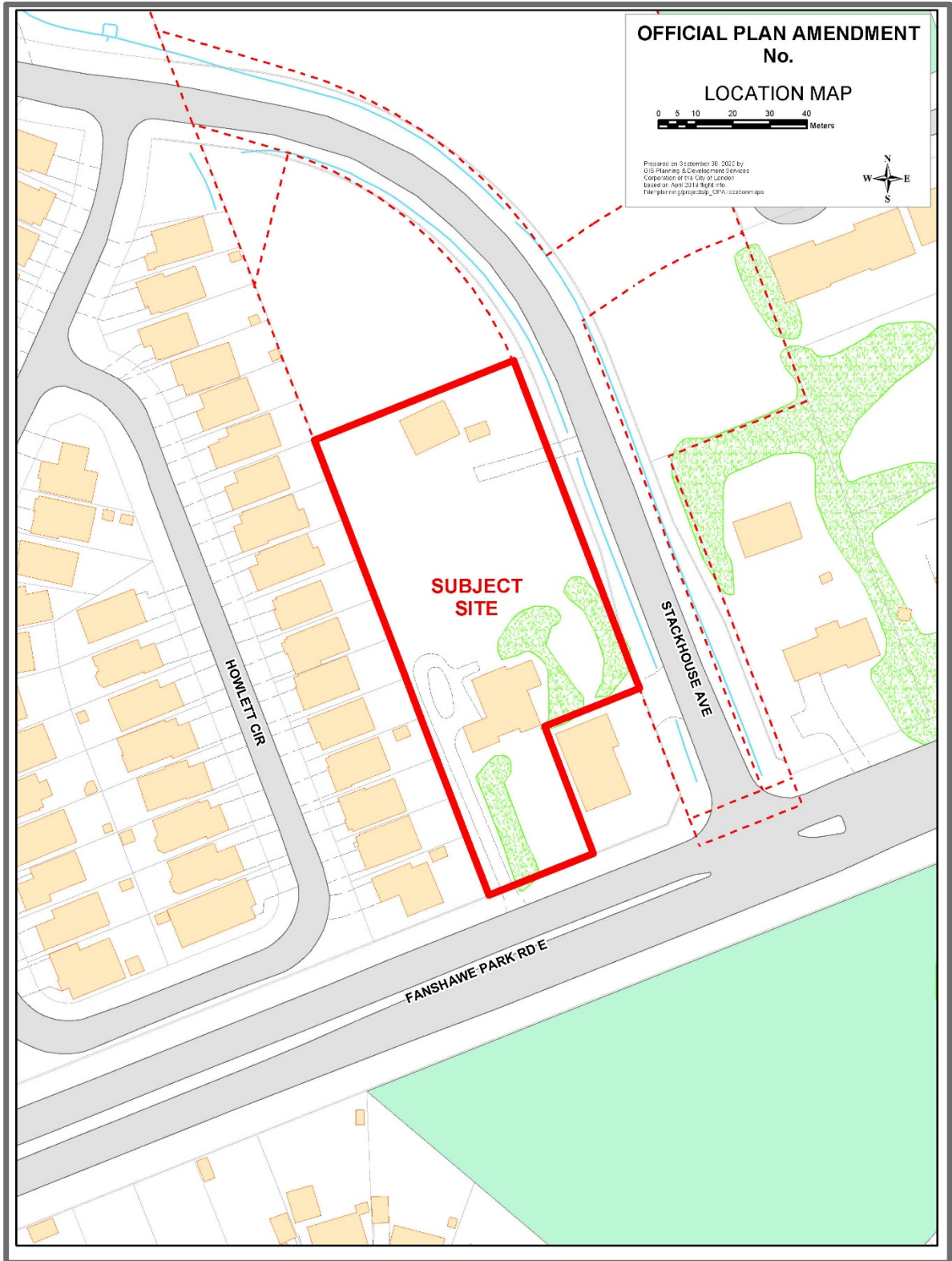
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London is amended by adding the following:

1150 Fanshawe Park Road East

A maximum density of 133 units per hectare, and a maximum height of 21m is permitted, to be implemented by a bonus zone for a development comprised of two stand-alone buildings with six (6) stacked townhouse units and a low-rise apartment building.



Bill No. 345
2020

By-law No. C.P.-1512(____)-____

A by-law to amend The London Plan for the
City of London, 2016 relating to 1150
Fanshawe Park Road East.

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

1. Amendment No. _____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

AMENDMENT NO.
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Neighbourhoods Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit secondary permitted uses of convenience commercial and office uses.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 1150 Fanshawe Park Road East in the City of London.

C. BASIS OF THE AMENDMENT

The site specific amendment would allow for additional permitted uses of convenience commercial and office uses, as well as a mixed use development form with residential and convenience commercial and/or office uses. The secondary permitted uses fit within the character of the existing area and are appropriate for the site.

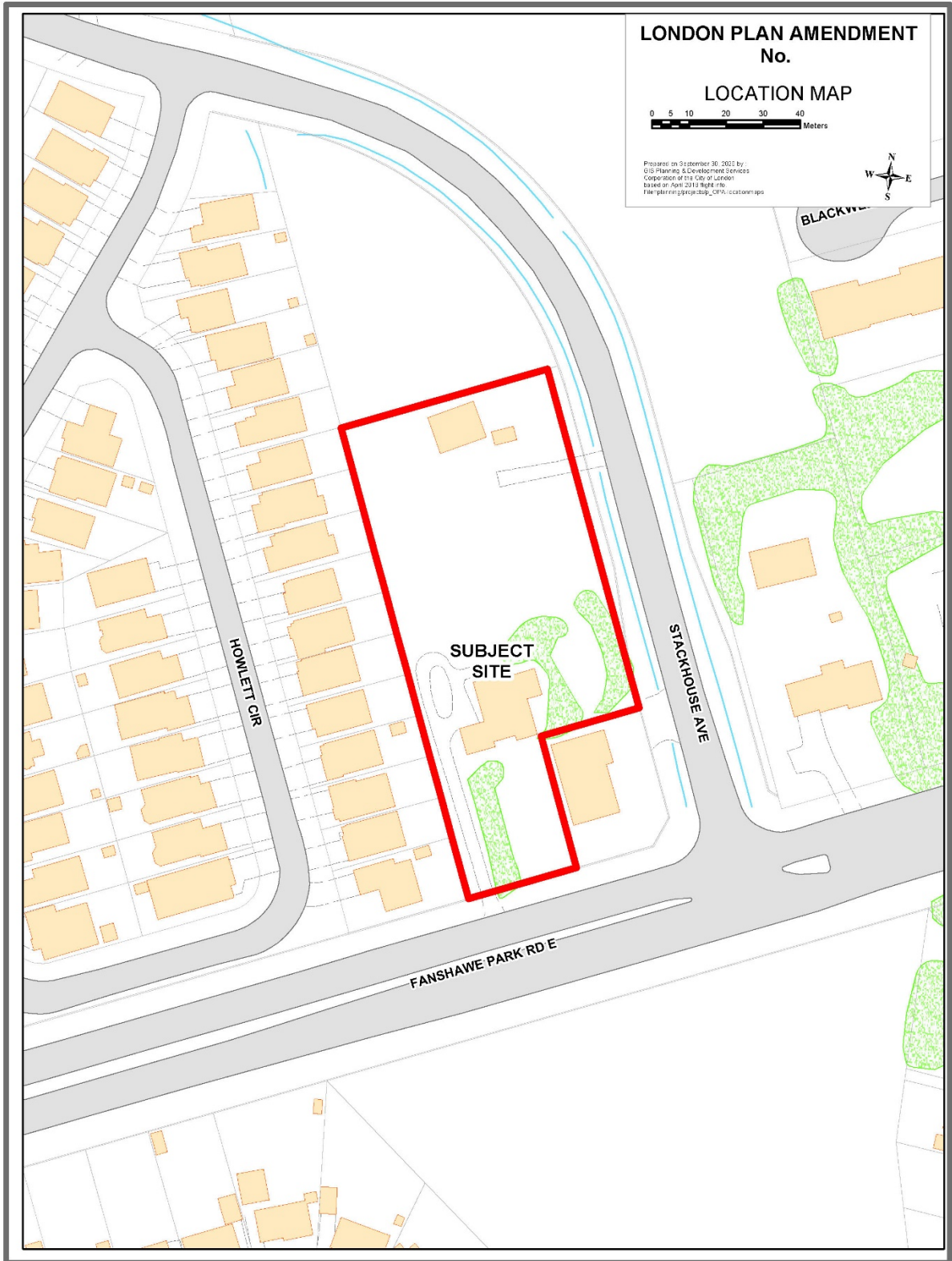
D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of The London Plan for the City of London is amended by adding the following after policy 1060:

1150 Fanshawe Park Road East

In the Neighbourhoods Place Type at 1150 Fanshawe Park Road East, secondary uses of office and convenience commercial uses are permitted as stand-alone uses or within a mixed use building.
2. Map 7 – Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1150 Fanshawe Park Road East in the City of London, as indicated on “Schedule 1” attached hereto.



Bill No. 346
2020

By-law No. C.P.-_____ -____

A by-law to exempt from Part-Lot Control, lands located at 2805 Asima Drive, legally described as Block 49 in Registered Plan 33M-699.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P. 13*, as amended, and pursuant to the request from Rockwood Homes, it is expedient to exempt lands located at 2805 Asima Drive, legally described as Block 49 in Registered Plan 33M-699, from Part Lot Control;

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

1. Block 49 in Registered Plan 33M-699, located at 2805 Asima Drive, west of Jackson Road, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P. 13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse dwellings in conformity with the Residential R4 Special Provision (R4-5(2)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 347
2020

By-law No. S.-____-____

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Oxford Street East, west of Highbury Avenue North; and as widening to Highbury Avenue North, south of Oxford Street East)

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

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Oxford Street East, west of Highbury Avenue North, namely:

“Part of Lot 9, Concession 1, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Parts 1 and 2 on Reference Plan 33R-20679.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Highbury Avenue North, south of Oxford Street East, namely:

“Part of Lot 9, Concession 1, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Parts 3 and 4 on Reference Plan 33R-20679”

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

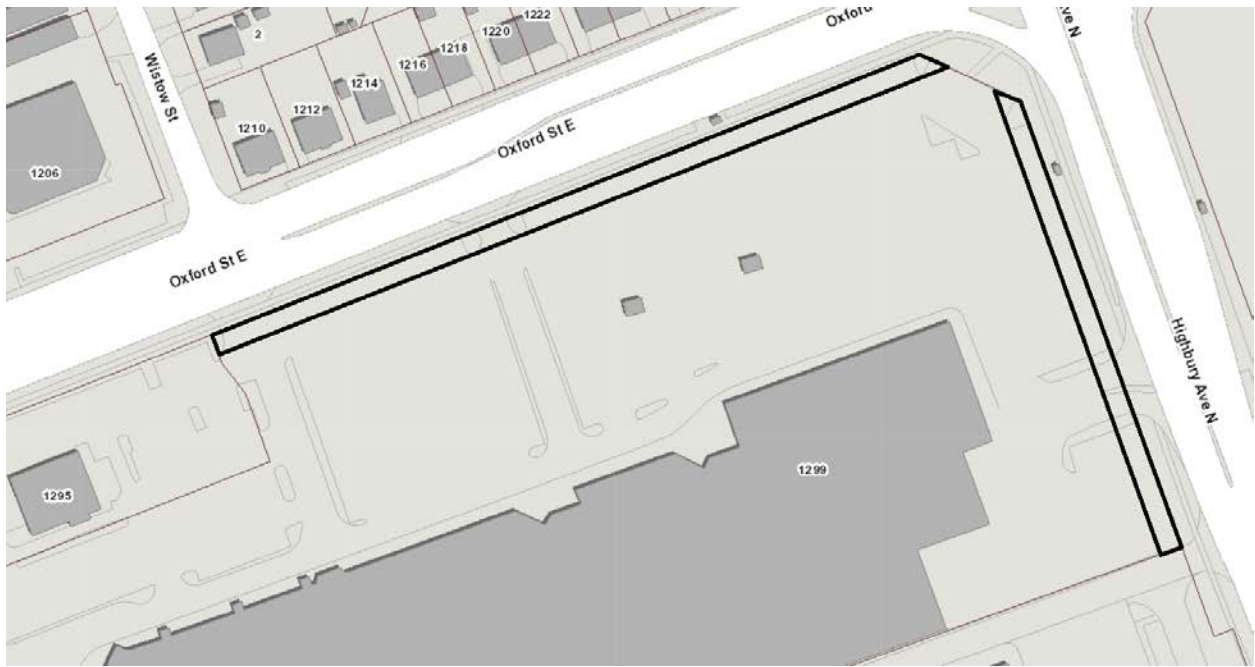
PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 348
2020

By-law No. S.-_____-____

A by-law to permit Mark Gregory Vogelsang to maintain and use a boulevard parking area upon the road allowance for 799 Lorne Avenue, City of London.

WHEREAS Mark Gregory Vogelsang (the "Owner") represents that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, known municipally as 799 Lorne Avenue, in the said City of London, County of Middlesex, and which are more particularly described in the boulevard parking agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS the Owner has petitioned the Municipal Council of The Corporation of the City of London for permission to use a portion of the City-owned road allowance which abuts the said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles;

AND WHEREAS the Municipal Council of The Corporation of the City of London has approved the entering into of a Boulevard Parking Agreement (the "said Agreement") with the Owner relating to the use of the said parking area;

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

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.
2. The Mayor and the City Clerk are authorized and directed to execute the attached Agreement on behalf of The Corporation of the City of London and to cause the seal of the Corporation to be affixed thereon.
3. The City Clerk is authorized upon the receipt of the required registration fee from the Owner and upon the authorization of the Site Plan Administrator for The Corporation of the City of London to register this by-law in the Land Registry Office for the Land Titles Division of Middlesex No. 33.
4. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.
5. This by-law comes into force and effect on the day it is passed.

PASSED in open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Schedule A

THIS AGREEMENT made in duplicate this 22nd day of October, 2020
BETWEEN

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called "the Corporation")

OF THE FIRST PART

AND **MARK GREGORY VOGELSANG**
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS by section 11(1) of the *Municipal Act 2001*, as amended, the Corporation is authorized and empowered to pass by-laws for leasing or licensing the use of untravelled portions of highways, under the jurisdiction of the council, except highways that are extensions or connecting links of the King's Highway;

AND WHEREAS the Owner represents that it is the registered owner of certain lands and premises in the City of London, in the County of Middlesex, known municipally as, **799 Lorne Avenue** in the City of London, County of Middlesex, and being more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Owner has petitioned the Municipal Council of the Corporation for permission to use, for the purpose of parking motor vehicles, the lands and premises as shown on the parking plan attached hereto as Schedule "B", hereinafter called "the Premises" being part of the untravelled portion of the highway adjacent to **799 Lorne Avenue** in the City of London on the terms and conditions as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the premises and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by the Owner to the Corporation, the receipt whereof is hereby acknowledged, the Owner covenants and agrees with the City to do and perform, at its expense the following matters and things:

1. The Corporation agrees to allow the Owner, at the Owner's sole expense, to construct, maintain, repair and use in accordance with the terms of this Agreement a parking area on the Premises as set out in Schedule "B" attached.
2. The Owner shall pay all applicable realty taxes assessed against the parking area constructed on the Premises on or before the City of London tax instalment due date(s).
3. The Owner shall ensure that the parking area is constructed on the Premises in accordance with the approved parking plan attached as Schedule "B" and shall obtain approval from the City Engineer for the Corporation for a curb cut, if required.
4. All terms and conditions of this Agreement and all works to be carried out on the Premises shall be completed within one hundred and eighty days (180) days from the date of this Agreement or by such other date as may be specified in writing by the Corporation.
5. The Owner shall, at its expense, maintain the parking area on the Premises in accordance with the plan as set out in Schedule "B" and shall make no alterations or additions to the parking area on the Premises without the written approval of the Corporation which approval may not be unreasonably withheld.
6. The Owner covenants:
 - (a) to use the Premises solely for the purpose of parking motor vehicles and the parking must be accessory to an abutting legal residential use;
 - (b) to remove from the Premises, upon receiving written notice from the Corporation, any inoperable, unserviceable or incapacitated motor vehicles;
 - (c) not to permit nor to undertake the repair or servicing of motor vehicles on the Premises;
 - (d) to keep the Premises free from dust, papers and rubbish of any kind;
 - (e) to use the Premises in a proper and orderly manner and not to permit anything to be done upon the Premises which is in violation of any by-law of the Corporation in force during the time of this Agreement or which may create a nuisance or be objectionable;

- (f) not to use the parking area constructed on the Premises to accommodate a vehicle with dimensions in excess of the following:

length	-	6.0 meters (20.0 feet)
width	-	2.4 meters (7.9 feet)
height	-	2.4 meters (7.9 feet)

or to accommodate any other vehicle which is deemed by City Council to be unacceptable; and

- (g) not to use the Premises for the storage of any materials.
- (h) that the parking area constructed on the Premises shall not encroach onto adjacent properties.

7. The Owner acknowledges and agrees that the parking area constructed on the Premises is solely for the use and enjoyment of the resident or occupant of the Owner's lands as set out in Schedule "B".
8. The Owner shall, at all times, indemnify and save harmless the Corporation of and from all loss, costs and damages which the Corporation may suffer, be at or be put to, for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the Premises or of any other property of the Corporation to gain ingress to or egress from the parking area or anything which may be done thereon or which may be neglected to be done thereon by the Owner, his agents, servants, or others.
9. The Owner shall, throughout the term of this Agreement, at its own expense obtain and maintain and provide the Corporation with evidence of comprehensive general liability insurance for an amount not less than Two Million (\$2,000,000) dollars or such greater amount as the Corporation may advise is required and shall include the Corporation as an additional insured with respect to the Owner's obligations under this Agreement. The above-mentioned insurance will not be cancelled or permitted to lapse unless the Owner's insurer notifies the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Owner will provide that evidence of such insurance shall be delivered to the Corporation promptly upon request.
10. This Agreement may be terminated by either party upon sixty (60) days notice in writing and such notice having been given, this Agreement and all of the conditions, covenants and provisos herein shall cease on the day set out in the said notice.
11. On termination of this Agreement for any reason, including but not limited to default, the Owner shall, within ninety (90) days therefrom, remove from the Premises all works associated with the parking area and restore, at its own expense, the Premises in a manner and to a condition satisfactory to the City Engineer which may include, but not be limited to, the restoration of the boulevard to grass and the construction of curbs to prevent ingress to or egress from the Premises.
12. Notwithstanding anything contained herein, the Corporation shall have the right of free, uninterrupted and unobstructed access at all times to the Premises for the purpose of inspecting the facilities, works and matters, and for the purpose of installing and maintaining services and utilities and the Corporation shall only be liable to restore the premises to the approximate condition in which it existed at the time of each any every entry upon the premises.
13. Any notice by the City to the Owner shall be effectually given by personal service upon or by first class registered mail to the Owner at the address shown on the last returned assessment roll as updated from time to time as to any change in ownership received in writing by the City Clerk, and every such notice shall be deemed to be given upon the day it was personally served or so mailed.
14. It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be invalid or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed to be severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.

15. This Agreement shall be binding upon the Owner, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the said lands from time to time and "Owner" wherever used in this Agreement is intended and shall be construed to include such subsequent owners and occupiers.

IN WITNESSETH WHEREOF the Owner has hereunto set its hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and the Corporation has caused to be affixed its corporate seal duly attested by the hands of its proper signing officers.

SIGNED, SEALED AND DELIVERED

in the presence of a Witness



MARK GREGORY VOGELSANG



THE CORPORATION OF THE CITY OF LONDON

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: <u>01/26/20</u>	
APPROVED AS TO FORM ONLY	

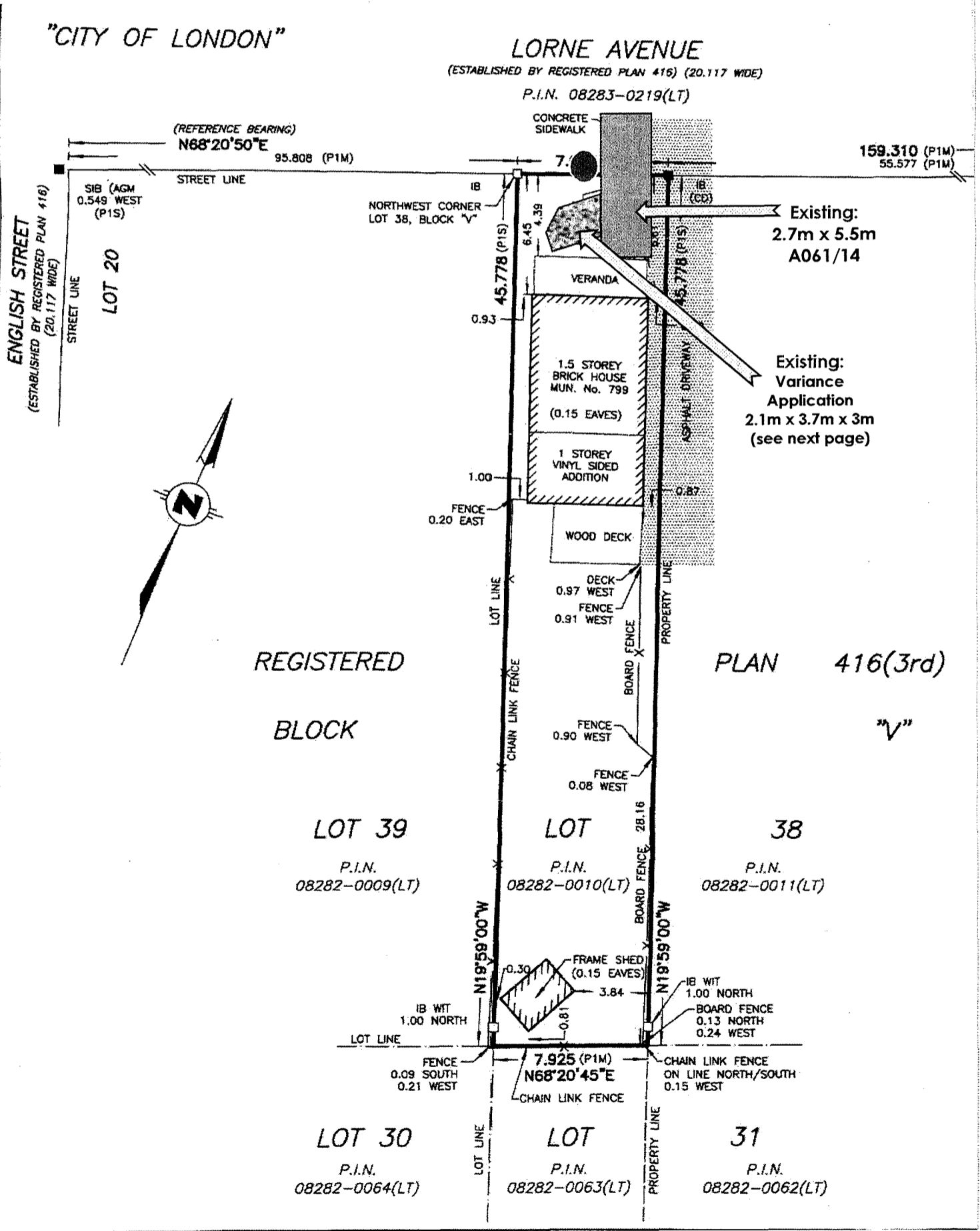
Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on PLAN 416 BLK V PART LOT 38 REG, SOUTHSIDE OF LORNE AVE, WEST OF ENGLISH STREET, LONDON.

SCHEDULE "B"



Bill No. 349
2020

By-law No. W.-5581(__)-_____

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

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

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

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

1. The net cost of this project shall be met by the increase in the issue of debentures by \$237,500.00 from \$395,000.00 to \$632,500.00
2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

Bill No. 350
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3493 Colonel Talbot Road.

WHEREAS Sifton Properties Limited has applied to remove the holding provisions from the zoning on lands located at 3493 Colonel Talbot Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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, to remove the h, h-100 and h-198 holding provisions so that the zoning of the lands as a Residential R6/R8 Special Provision/Convince Commercial Special Provision/Service Station Special Provision (R6-5(46)/R8-4(30)/CC6(10)/SS2(2))Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

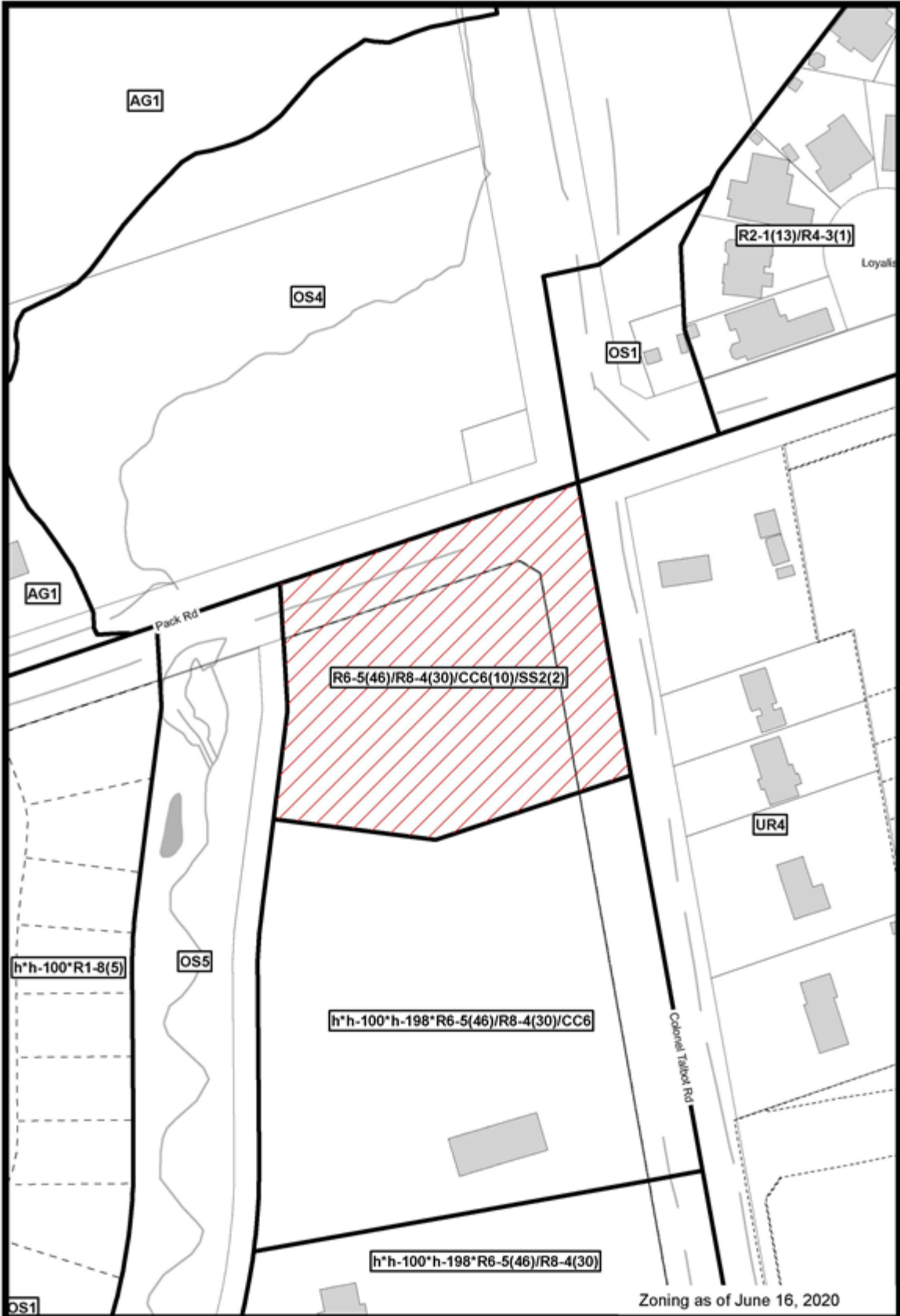
PASSED in Open Council on November 10, 2020.




Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9218 Planner: SM Date Prepared: 2020/06/25 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> <p></p>
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Geodatabase

Bill No. 351
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street; legally described as Plan 33M-785.

WHEREAS Sifton Properties Limited has applied to remove the holding provisions from the zoning on lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street; legally described as Plan 33M-785, 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;

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 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street; legally described as Plan 33M-785, as shown on the attached map comprising part of Key Map No. 111, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 Special Provision (R1-3(18)/R1-4(29)/R1-13(7)) Zones comes into effect.
2. This By-law shall come into force and effect on the date of passage.

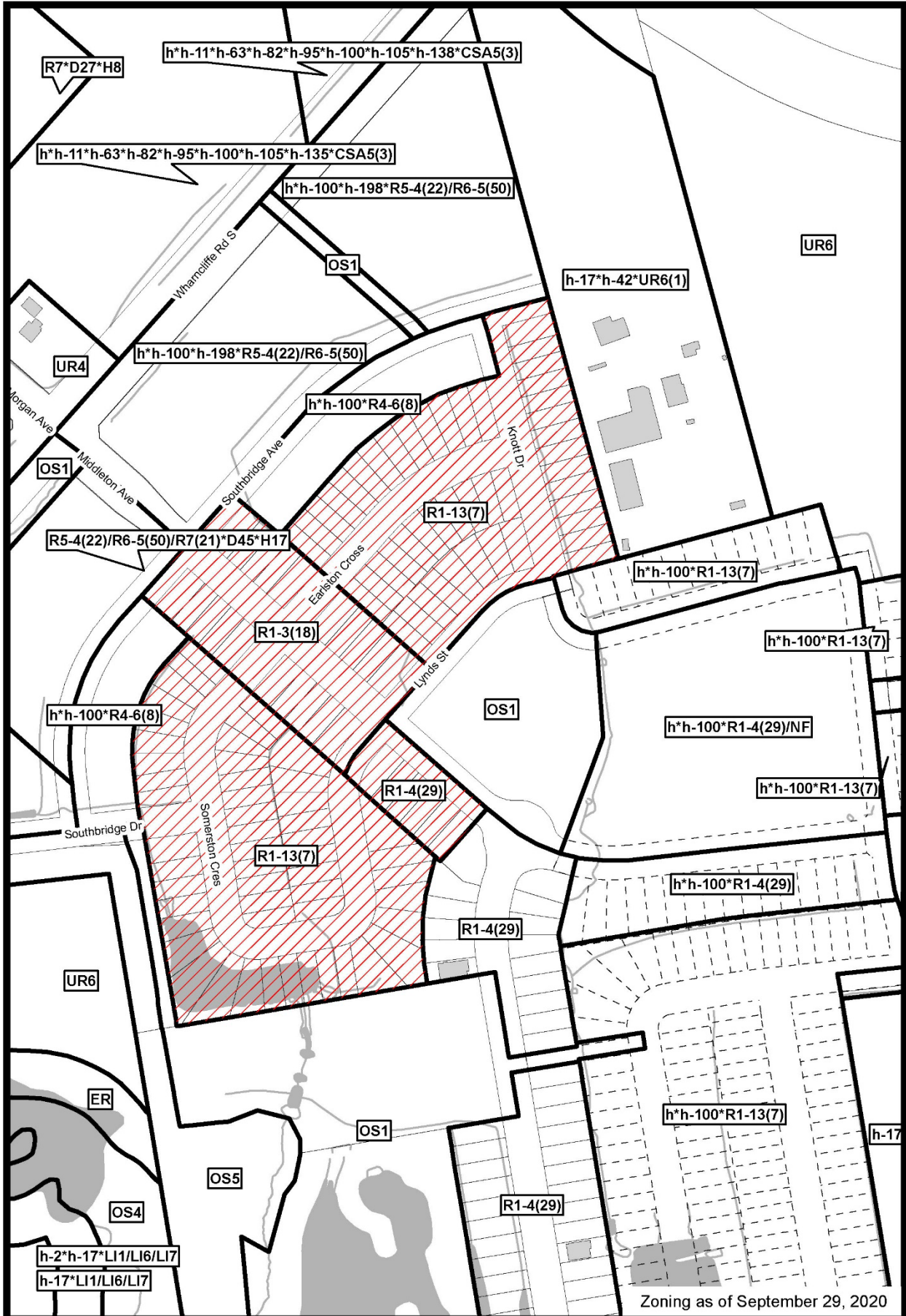
PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9270
 Planner: SM
 Date Prepared: 2020/10/13
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:3,000

0 15 30 60 90 120 Meters



Bill No. 352
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1600-1622 Hyde Park Road & 1069 Gainsborough Road.

WHEREAS 2492222 Ontario Inc. has applied to remove the holding provision from the zoning for the lands located at 1600-1622 Hyde Park Road & 1069 Gainsborough 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;

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 1600-1622 Hyde Park Road & 1069 Gainsborough Road, as shown on the the attached map comprising part of Key Map No. 101, to remove the holding provision so that the zoning of the lands as a Business District Special Provision (BDC(39)) Zone comes into effect.
2. This by-law shall come into force and effect on the day it is passed.

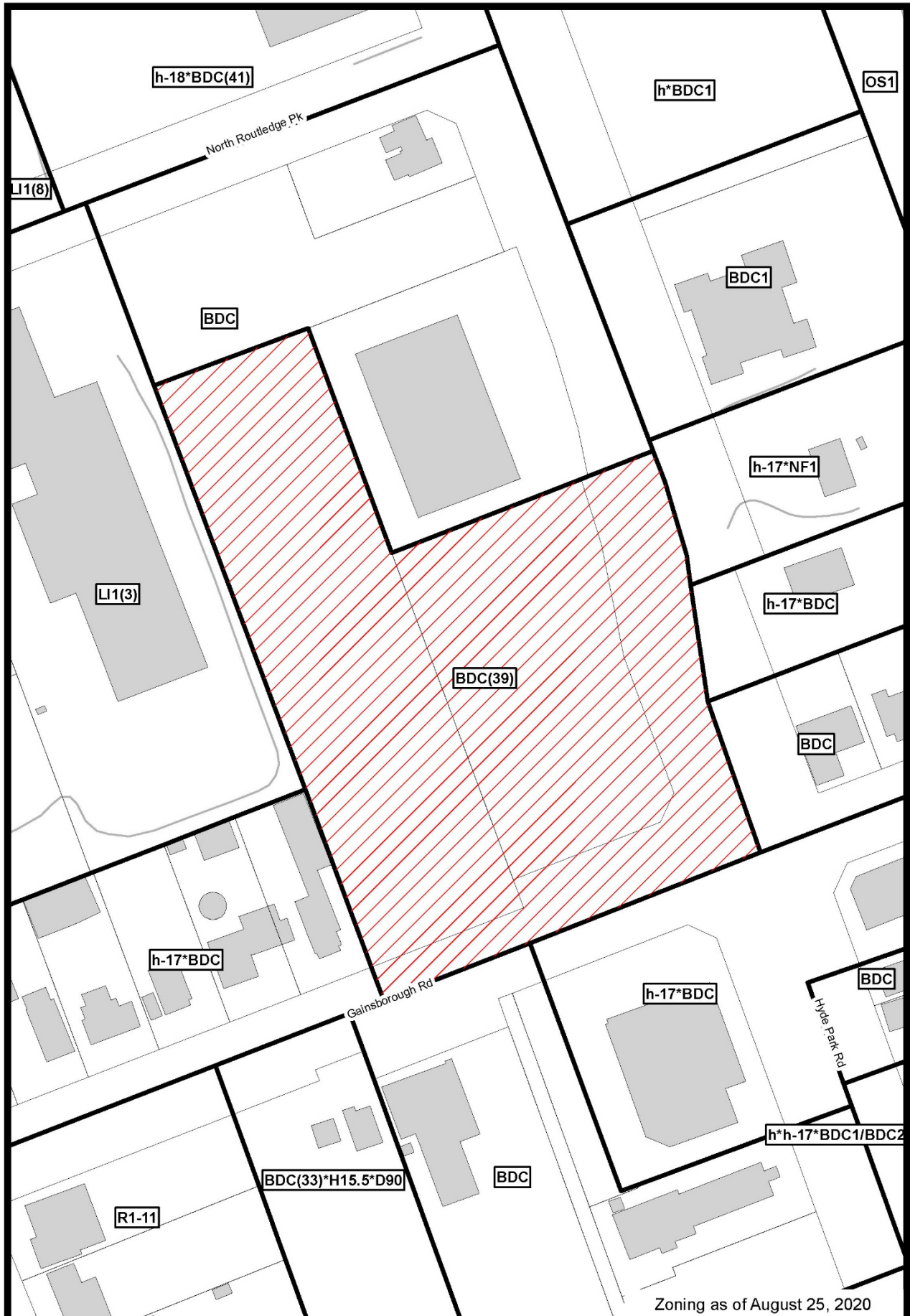
PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




Zoning as of August 25, 2020

File Number: H-9256
 Planner: SM
 Date Prepared: 2020/09/21
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40
 Meters



Bill No. 353
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1258 and 1388 Sunningdale Road West.

WHEREAS Foxhollow North Kent Developments Inc. have applied to remove the holding provisions from the zoning for the lands located at 1258 and 1388 Sunningdale Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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 1258 and 1388 Sunningdale Road West, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 (R1-3)) Zone and Residential Special provision (R1-3(8)) come into effect.
2. This By-law shall come into force and effect on the date of passage.

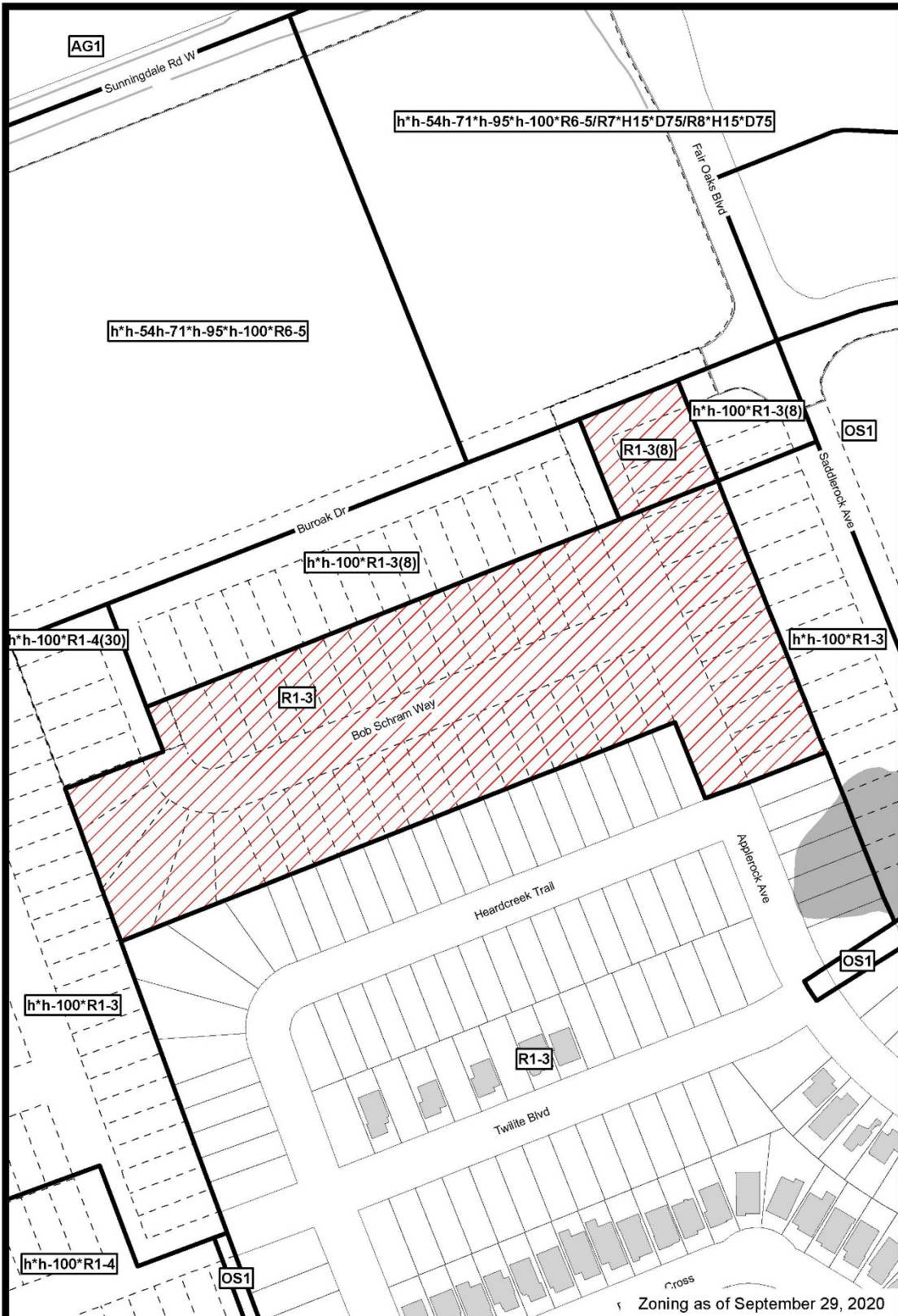
PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor



Catharine Saunders
City Clerk

First Reading - November 10, 2020
Second Reading – November 10, 2020
Third Reading - November 10, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of September 29, 2020

<p>File Number: H-9259 Planner: MC Date Prepared: 2020/10/13 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p>0 10 20 40 60 80 Meters</p> <p></p>
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Geodatabase

Bill No. 354
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1150 Fanshawe Park Road East.

WHEREAS Stackhouse Development Inc. has applied to rezone an area of land located at 1150 Fanshawe Park Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1150 Fanshawe Park Road East, as shown on the attached map comprising part of Key Map No. A103, from a holding Restricted Office/Convenience Commercial Special Provision (h-27*RO2/CC5(1)) Zone to a holding Restricted Office/Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (h-5*h-18*RO2/CC5(1)/R8-4()*B()) Zone.

2. Section Number 4.3 of the General Provisions is amended by adding the following Special Provision:

B-() 1150 Fanshawe Park Road East

The Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of stacked townhouses and an apartment building, with a maximum height of 6 storeys (21m), and density of 133 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law and provides for enhanced urban design and affordable housing.

- i) The provision of affordable housing shall consist of:
- A total of six (6) stacked townhouse affordable rental units;
 - Rents not exceeding 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
 - The duration of affordability shall be set at 20 years from the point of initial occupancy of all affordable units.

The following special regulations apply within the bonus zone:

- a) Regulations
- | | |
|--|------------------------|
| i) Frontage (Minimum) | 22 metres (72 feet) |
| ii) Front yard depth (Minimum) | 3 metres (9.8feet) |
| iii) Exterior yard depth (Minimum) | 2 metres (6.6 feet) |
| iv) Interior side yard depth (Minimum) | 4.5 metres (14.7 feet) |
| v) Density (Maximum) | 133 units per hectare |
| vi) Height (Maximum) | 21 metres (68.9 feet) |

- vii) Parking Spaces (Minimum) 110 spaces
- viii) West Parking area depth (Minimum) 9.5 metres (31.2 feet)
- ix) South Parking area depth (Minimum) 15 metres (49.2 feet)
- x) Any permitted convenience commercial and/or restricted office uses may be located within the apartment building

3. Section Number 12.4 of the Residential R8 Zone is amended by adding the following Special Provision:

- R8-4() 1150 Fanshawe Park Road East
 - a) Regulations
 - i) Frontage (Minimum) 22 metres (72 feet)

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.

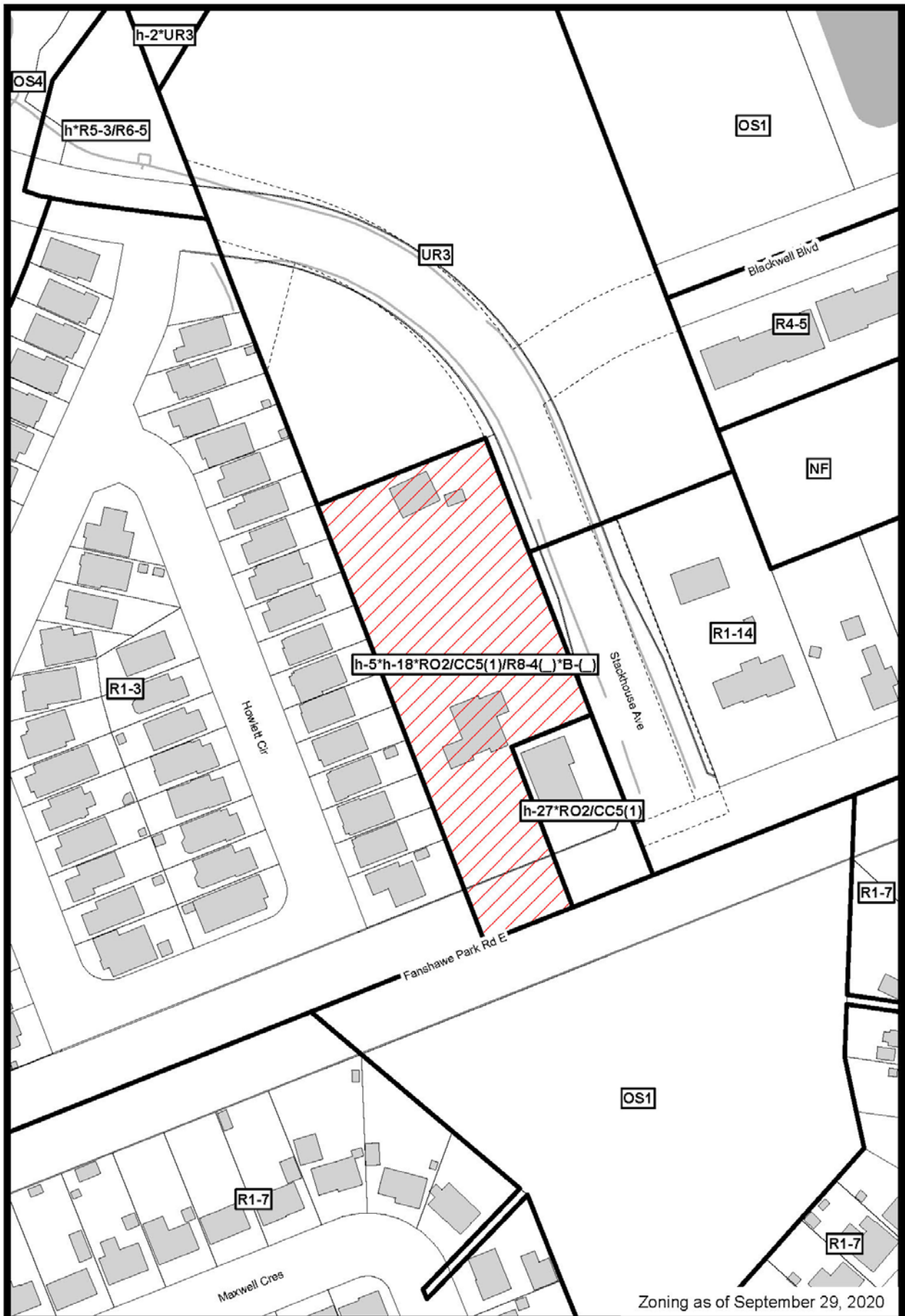
PASSED in Open Council on November 10, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – November 10, 2020
Second Reading – November 10, 2020
Third Reading – November 10, 2020


AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of September 29, 2020

File Number: OZ-9215
 Planner: SW
 Date Prepared: 2020/10/16
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500
 0 5 10 20 30 40
 Meters

